

2019

Effective July 1, 2019

Terminates June 30, 2022

# *AGREEMENT*

*BETWEEN*

*THE*

*CITY OF SPRINGFIELD*

*-and-*

*The Employees of*

*AFSCME AFL-CIO CHAPTER #331*

**[COLLECTIVE BARGAINING AGREEMENT]**

This Collective Bargaining Agreement is by and between the City of Springfield and AFSCME Local 331.  
Adopted by the Springfield City Council on

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## **AGREEMENT**

This Agreement entered into at Springfield, Michigan, between the CITY OF SPRINGFIELD (herein after referred to as the “Employer” or the “City”), the CITY OF SPRINGFIELD CHAPTER 331 AFSCME AFL-CIO EMPLOYEES (herein after referred to as the “employees” or “employee” or the “Union”).

*Note: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.*

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Union.

The parties recognize that the interest of the community and the job security of the Union depend upon the Employer’s success in establishing and maintaining services to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1 RECOGNITION**

#### Section 1.1 – Employees Covered

Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

ALL FULL-TIME EMPLOYEES AND REGULAR PART-TIME EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS, BUT EXCLUDING CITY HALL EMPLOYEES AND SUPERVISORS AS DEFINED BY THE CITY COUNCIL, TEMPORARY, SEASONAL OR PART-TIME EMPLOYEES.

### **ARTICLE 2 EMPLOYER RIGHTS**

#### Section 2.1 – Operation

The Union recognizes the prerogatives and responsibilities of the Employer to operate and manage the affairs of the Public Works Department in all respects in accordance with its powers, authority, and obligations to its citizens. The Union further recognizes that the Employer retains the right to:

- A. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.

- B. Hire and assign employees and accomplish reductions in the work force where justified by lack of work or funds by means of layoffs as defined in the layoff section of this Agreement.
- C. Permit the City of Springfield employees not included in the bargaining unit to perform bargaining unit work assignments in emergency situations when, in the opinion of management, this is necessary for the conduct of services.
- D. Discipline and discharge employees with seniority for just cause.
- E. Adopt, revise, and enforce reasonable rules and regulations within the Department of Public Works.
- F. Transfer, promote, and demote employees from one classification within the Department of Public Works to another with just cause.
- G. Purchase such materials or equipment as deemed advisable.

### **ARTICLE 3 UNION RIGHTS**

#### Section 3.1 – Aid to Other Unions

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

#### Section 3.2 – Agency Shop

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, may voluntarily continue membership in the Union, or pay a service fee to the Union.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective may voluntarily become members of the Union, or pay a service fee.

- B. Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement, and covered by this Agreement, may voluntarily become members of the Union, or pay a service fee to the Union.

#### Section 3.3 – Check Off

The Employer agrees to deduct from the wages of any represented employee who is (1) a member of the Union, all Union membership dues and initiation fees uniformly required, if any, or (2) not a member of the Union, the Union service fee. The employee shall execute a written authorization form, to be provided by the Employer. Dues and initiation fees or service fees will be authorized, levied, and certified in accordance with the constitution and bylaws of the Local Union. Each employee and the Union authorize the Employer to rely

upon, and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees or service fees.

- C. The Employer agrees to provide this service without charge to the Union.
- D. The Union Agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions made once they have been sent to the Union.

#### Section 3.4 – Deduction Commencement and Remittance of Dues and Fees

- A. Check off of deductions under all properly-executed authorizations shall become effective at the time the authorization is signed by the employee, and shall be deducted from the first pay period of the month, and each month thereafter.
- B. Deductions for any calendar month shall be remitted to the address designated for the financial office of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5<sup>th</sup>) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted, and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to the deductions.

- C. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's City Manager within two (2) calendar weeks after the remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

#### Section 3.5 – Union Representation

- A. The officers of the Springfield Employees Chapter shall be a Chapter Chairperson (Steward) and an Alternate Steward.
- B. The names of the officers provided for in Subsection (A) above shall be provided to the Employer on the next working day following their selection or appointment. Any changes in the officers shall likewise be reported on the next working day.
- C. The Chapter Chairperson (Steward), during his/her regular working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours. Notification of any such activity shall be given to his/her immediate supervisor or the Director of Public Works.
- D. The Chapter Bargaining Committee may consist of up to two (2) employees covered by the provisions of this Agreement and representation from AFSCME Council 25

- E. Members of the Bargaining Committee who are employees of the City shall be paid for all hours spent in negotiating during their regularly-scheduled work hours.
- F. All bargaining by the parties shall commence at such time and at such location as is mutually agreed to by both the Union and the Employer.

#### Section 3.6 – Special Conferences

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designed representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. The members of the Union shall not lose time or pay for the time spent in such special conferences during working hours.
- B. Arrangements for such special conferences shall be made in advance, and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Time for such conferences shall be by mutual consent. This meeting may be attended by representatives of Michigan Council #25, AFSCME, AFL-CIO and/or representatives of the International Union. The Union representatives may meet on the Employer’s property for at least one-half hour immediately preceding the conference. Special conferences shall not be for the purpose of conducting ongoing contract negotiations, however, it is agreed that Letters of Understanding may be mutually agreed upon as a result of issues addressed pursuant to this section.

#### Section 3.7 – Union Bulletin Board

The Employer will provide a bulletin board in the garage area which may be used only by the Union for posting notices pertaining to Union business.

#### Section 3.8 – Non-Discrimination

The Employer and Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member’s or other person’s age, race, creed, color, sex, political affiliation, national origin, height, weight, or disability unrelated to an employee’s ability to perform essential functions of his/her job. The Employer shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The Employer and the Union further agree not to discriminate against any employee because of membership or non-membership in the Union.

### **ARTICLE 4 SENIORITY AND JOBS**

#### Section 4.1 – Seniority Definitions

- A. “Employee Seniority” shall be defined as an employee’s length of continuous service on the Employer’s active payroll since his/her last date of hire.

- B. "Bargaining Unit Seniority" shall be defined as an employee's length of continuous service on the Employer's active payroll in any position covered by this Agreement, starting with the date he/she started working in any such position, and continuing until he/she transfers to a position not covered by this Agreement.
- C. "Last Hire Date" shall mean the date upon which any employee first reported for work at the instruction of the Employer, since which he/she has not resigned, retired, or been discharged.

#### Section 4.2 – Seniority Limitations

- A. Seniority shall not be affected by the age, sex, marital status, or dependents of the employee. No time shall be deducted from an employee's seniority or bargaining unit seniority due to absence occasioned by authorized paid leaves of absence, vacations, sick or accident leave, and layoff, except as herein after provided.
- B. Any employee who leaves the bargaining unit to take a non-bargaining unit position with the Employer, will continue to accumulate seniority within the bargaining unit for a maximum period of three (3) months. After three (3) months, the employee's seniority within the bargaining unit shall be frozen. If the employee thereafter returns to an open bargaining unit position, he/she will be given credit for all previous seniority up to the last date frozen.

#### Section 4.3 – Seniority - Probationary Employees

- A. New employees hired in the unit shall be considered as probationary employees for the first nine (9) months that they are on the active payroll of the Employer. When an employee completes the probationary period, he/she shall be entered on the seniority list of the bargaining unit, and shall rank for employee seniority from the day he/she entered into employment with the City. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions as set forth in Article I of this Agreement, except that any matter concerning discipline, layoff, or termination of a probationary employee shall not be subject to the grievance and arbitration procedures. Probationary employees shall be at-will, and may be disciplined, discharged, or laid off without cause.

#### Section 4.4 – Seniority Lists

- A. The seniority list will show the date of last hire, date of last entry into a position covered by this Agreement, names, and job titles of all employees of the unit entitled to seniority.
- B. The Employer will keep the seniority list up-to-date at all times, and will provide the Chapter Chairperson with up-to-date copies upon request, no more frequently than semi-annually.

#### Section 4.5 – Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

- A. Resignation or retirement by the employee.
- B. The employee is discharged, and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive work days without notifying and receiving the approval from the Employer. In proper cases, exceptions may be made. After such absences, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and that his/her employment has been terminated. The Employer will provide a copy of the notification to the Chapter Chairperson at the same time it is sent to the employee. If the disposition made of any such case is not satisfactory to the Chapter Chairperson, the matter shall be referred to Step 3 of the grievance procedure.
- D. If the employee does not return to work when recalled from layoff, as set forth in the layoff and recall procedure. In proper cases, exceptions may be made.
- E. Return from sick leave and other leaves of absence will be treated the same as in (C) above.
- F. If laid off for two (2) years, or the length of his/her seniority, whichever is greater.
- G. Settlement with the employee has been made for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

#### Section 4.6 – Rates of New Jobs

When a new job is created within the bargaining unit, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

#### Section 4.7 – Job Posting and Bidding Procedures

- A. All newly vacant and newly created positions within the bargaining unit that the Employer chooses to fill shall be posted for seven (7) working days. The notice will include the minimum qualifications and the duties of the position. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the notices are posted in a conspicuous place on the bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working day posting period. At the end of the posting period, the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those bargaining unit employees who applied for the position.
- B. The job shall be awarded or denied within seven (7) working days after the end of the posting period. The most qualified applicant will be granted a trial period of not to exceed four (4) weeks. As between equally qualified applicants the trial period will be awarded to most



senior. The trial period will be used to determine (1) the employee's ability to perform the job and (2) the employee's desire to remain on the job. The Employer will notify the successful bidder and the Chapter Chairperson as to who was awarded the job. In the event any applying employee, with greater bargaining unit seniority, is denied the job, reasons for the denial shall be given in writing to the employee and the Chapter Chairperson. If the employee disagrees with the reasons for the denial, the denial may be appealed through the grievance procedure.

- C. During the trial period, the employee will receive the rate of pay for the position, and shall have the opportunity to revert to his/her former position. If the employee elects to revert back to his/her former position, he/she shall notify the Director of Public Works in writing of his/her choice. If the employee is reverted back to his/her former position by the Employer because his/her performance is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee and the Chapter Chairperson. If the employee disagrees with the notice, it may be appealed through the grievance procedure.
- D. In the event an employee chooses to revert back to his/her former position or in the event an employee is found to be unsatisfactory and is reverted back to his/her former position by the Employer, and the reversion is upheld in the grievance procedure, the employee shall be ineligible to rebid for a period of six (6) months.

#### Section 4.8 – Consolidation or Elimination of Jobs

The Employer agrees that any consolidation or elimination of bargaining unit positions shall not be effected without a special conference.

#### Section 4.9 – Temporary Assignments

Temporary assignments for the purpose of filling vacancies of employees, who are on paid or unpaid leave, will be granted to an employee who is qualified for the position.

#### Section 4.10 – Transfers

If a bargaining unit member transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

#### Section 4.11 – Work Performed by Supervisors

Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit, if in the event said work causes the loss of work or pay to members of the bargaining unit. However, supervisory employees shall be allowed to work supplemental to the workforce, in cases of any emergency arising out of an unforeseen circumstance that calls for the immediate attention, and for instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

In the event that the City Offices continue to be open to the public from 7 AM to 6 PM a supervisor shall have the ability to make sure the public sidewalk areas of City Hall are free of any hazards, including snow, ice, or any other hazard without calling a member of the bargaining unit in for overtime.

#### Section 4.12 – Seasonal, Casual, or Temporary Employees

Seasonal, casual, or temporary employees may be employed up to a total of seven (7) months. It is understood and agreed that the provisions of this Agreement do not apply to seasonal, casual, or temporary employees. It is further understood that seasonal, casual, or temporary employees will not be utilized during times of layoff, or while members of the bargaining unit have reduced work hours. It is further understood that the Employer shall have the right to employ temporary employees for more than seven (7) months, if the temporary employee is being utilized to perform the work of a bargaining unit employee who has been absent from work for more than thirty (30) calendar days. In no case will the period of employment of a temporary employee prevent the return to work of the absent bargaining unit employee.

It is understood that in times of emergency, where the current bargaining unit membership is unable to complete a specific task, the Employer may utilize supervisory staff, hire contracted labor, or hire temporary workers to work alongside bargaining unit membership to complete the task. Examples of such emergency situations may include periods of heavy snow fall, water main breaks, dam or levy breaches, storm cleanup, and special events.

At no time, shall a seasonal, casual, or temporary employee be paid at a higher rate per hour than the highest paid bargaining unit member, nor shall any such worker be granted overtime within the Department of Public Works.

#### Section 4.13 – Contracting Out of Work

During the term of this Agreement, the Employer shall not contract out any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit if it results in the layoff of any bargaining unit member. In the event the City does contract out, the Chapter Chairperson shall be notified. If, in the Union's judgment, the Employer violates this section of the Agreement, it may file a grievance.

#### Section 4.14 – Janitorial Work

Members of the bargaining unit may be utilized on a daily basis for a period not to exceed three (3) hours, for the purpose of performing janitorial work within the Municipal Building. It is further agreed that duties within the Public Works Department will take priority over the janitorial work, when required. It is further agreed that the Employer may decide to use a contractor and/or non-bargaining unit members to provide janitorial services to the Municipal Building, provided the decision to use said contractor complies with Section 4.13 of this Agreement.

**ARTICLE 5  
LAYOFF AND RECALL PROCEDURE**

Section 5.1 – Definitions

- A. “Layoff” means a reduction in workforce due to a decrease of work or lack of funds.
- B. “Ability” means the combination of training and experience that enable a person to perform a specific task or group of tasks.

Section 5.2 – Notice

In the event it becomes necessary for a layoff, the Employer shall meet with the Chapter Chairperson at least seven (7) working days prior to the effective date of layoff. At such special conference, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, and job titles. If the results of such meeting are not conclusive, the matter may be submitted to Step 3 of the Grievance Procedure.

Section 5.3 – Layoff Procedure

- A. When a layoff takes place, it shall be by bargaining unit seniority. Probationary employees shall be laid off first, and bargaining unit work by supervisors shall stop. Thereafter, employees having seniority shall be laid off in the inverse order of their bargaining unit seniority, i.e., the employee on the seniority list with the least bargaining unit seniority being laid off first.
- B. Employees to be laid off will receive at least ten (10) working days advance notice of the layoff.
- C. The laid off employee will be paid at his/her normal rate of pay for any unused Paid Time Off credit that he/she has accrued in the calendar year.
- D. Only overtime that is normal and customary shall be offered when bargaining unit members are on layoff.

Section 5.4 – Recall Procedure

When the workforce is increased after a layoff, employees will be recalled in inverse order of the layoff, provided that the employee has the ability to perform the available work, and less than eighteen (18) months have expired. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If any employee fails to report to work within ten (10) days from the date of mailing of the notice, said employee shall forfeit his/her right to return to work; exceptions may be made at the discretion of the employer. A recalled employee who was paid for his/her accrued vacation will have such credit deducted from his/her vacation the following year.

**ARTICLE 6  
DISCIPLINE**

Section 6.1 – Definitions

- A. “Discipline” is the process of correcting the conduct of an employee, and ranges from verbal reprimand, up to, and including discharge.
- B. “Suspension” is the act of temporarily removing an employee from the workforce, and may be with or without pay.
- C. “Discharge” is the termination of any employee’s employment by the Employer.

Section 6.2 – Suspension and Discharge Procedure

- A. Notice of suspension or discharge of an employee with seniority will be provided promptly, in writing, to the employee and his/her Steward. Said written notice shall contain the specific reasons for the suspension or discharge.
- B. The suspended or discharged employee will be allowed to discuss his/her suspension or discharge with the Chapter Chairperson, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer, or its designated representative, will discuss the suspension or discharge with the employee and the Chapter Chairperson.
- C. Should the suspended or discharged employee with seniority and/or the Chapter Chairperson consider the suspension or discharge to be improper, it may be appealed. Such appeal shall be submitted at the Step 3 level of the grievance procedure.
- D. Past infractions may be used in imposing discipline up to a two (2) year period, and after the two (2) year period, past infractions shall not be used against any employee of the bargaining unit. However, for the past infraction to be used against an employee, the employee must have received a copy of the infraction at the time it was entered into the employee’s personnel file.
- E. Disciplinary records shall remain in an employee’s personnel file.
- F. In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee, and pay full compensation, partial, or no compensation, as determined by the grievance procedure. If any back pay is due, it shall be at the employee’s regular rate of pay, less any compensation earned from unemployment benefits received by the employee during the period of time he/she was off of work due to discipline. If an employee was earning supplemental income from a source other than the Employer before his/her suspension or discharge, there will be no set-off to a back-pay award of equivalent earnings from such other source.

### Section 6.3 – Probationary Employees

Probationary employees shall not be entitled to the benefits and procedures herein provided in cases of disciplinary action.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

### Section 7.1 – Definitions

- A. For the purpose of this Agreement, “grievance” means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement or other conditions of employment.
- B. For the purpose of the grievance procedure, “days” shall be Monday through Friday, excluding Saturday, Sunday, and holidays, as defined in Section 8.3 of this Agreement.

### Section 7.2 – Election of Remedies

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for resolution of disputes. In the event that an employee elects to pursue a remedy through any other forum, the employee shall be deemed to have waived his/her rights to the grievance procedure.

### Section 7.3 – Rules of Grievance Processing

- A. In order to be a proper matter for the grievance procedure, the grievance must be presented within five (5) working days from the time the employee should have reasonably known he/she had grounds for a grievance.
- B. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. The time limits at any step of the grievance procedure may be extended only by a written mutual agreement between the Union and the Employer. In the event that a grievance is not filed or appealed within the time limits prescribed, it shall be considered as settled on the basis of the Employer’s last answer.
- C. Grievances that are resolved shall be signed and dated by the Chapter Chairperson and the Grievant, with a copy to the Employer. If the Union has not provided the Employer with proof of settlement within the prescribed time limits described above, the grievance shall be considered moved to the next step.
- D. Any grievance, upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be granted to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired.

## Section 7.4 – Grievance Processing

### A. Format and Steps

1. Step 1. Any employee having a grievance shall present it to the Employer as follows:
  - A. If an employee feels he/she has a grievance, he/she may individually, or in the presence of the Chapter Chairperson, discuss the grievance with his/her immediate supervisor.
  - B. If the matter is not thereby resolved, it shall be submitted in written form by the Chapter Chairperson to the immediate supervisor within five (5) days of the Step 1(a) answer being given or due, as the case may be. Upon receipt of the grievance, the supervisor shall sign and date the Chapter Chairperson's copy of the grievance form.
  - C. The immediate supervisor shall give his/her written answer to the Chapter Chairperson within five (5) working days of receipt of the grievance. The Chapter Chairperson shall sign the grievance form.
2. Step 2. Director of Public Works.
  - A. If the answer in Step 1(b) is not satisfactory to the Grievant, it shall be presented in writing by the Steward to the Director of Public Works within five (5) working days after the immediate supervisor's response was received or due. The Public Works Director shall sign and date the Steward's copy of the grievance form.
  - B. The Director or his/her designated representative shall respond in writing to the Steward within five (5) working days of receipt of the grievance. Upon receipt of the grievance response, the Steward shall sign and date the Director's copy of the grievance form.
3. Step 3. City Manager.
  - A. If the answer at Step 2 is unsatisfactory to the Grievant, the Grievant and the Chapter Chairperson may, within five (5) working days from the receipt of the Step 2 answer, appeal the matter to the City Manager. This appeal must be signed and dated by the Grievant and the Steward or Alternate Steward. The City Manager shall sign and date the Chapter Chairperson's copy of the grievance form.
  - B. The City Manager shall, within ten (10) working days after receipt of the appeal, schedule a meeting to hear the dispute and render a written decision within five (5) working days following the meeting.
  - C. This meeting shall be with the Chapter's grievance committee, and such other persons as the City Manager may feel necessary to obtain full

information upon which to render his/her decision. Any decision rendered by the City Manager that is satisfactory to the Grievant shall be final and binding to all parties concerned.

4. Step 4. Arbitration. In the event that the answer provided in Step 3 is not satisfactory to the Union, the Union must submit a demand for arbitration within sixty (60) calendar days, in accordance with the procedures of the Federal Mediation and Conciliation Services (FMCS). An arbitrator shall be selected from a panel of seven (7) names of Michigan arbitrators submitted by FMCS. The parties shall alternatively strike names from the list, with a right of first strike being determined by the flip of a coin. The last remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify the arbitrator of the selection. The arbitration proceeding shall be conducted in accordance with the rules of the FMCS. The arbitrator shall render his/her decision within thirty (30) days of the close of hearing or submission of briefs, whichever occurs later.

Either Party shall have the right to have the arbitration hearing recorded by a court recorder or reporter.

The arbitrator shall have no power to amend, add to, ignore, change, or modify the provisions of this Agreement, or the written rules and regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application or interpretation of the collective bargaining agreement and to the specific issue presented to him/her. The arbitrator shall render his/her decision in writing as soon after the hearing as possible. The fees and expenses of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee(s) involved, and the Employer and its officials.

#### Section 7.5 – Consolidation of Grievances

The parties may, by mutual consent, in writing, agree that grievances be consolidated for settlement and/or arbitration. If any grievance is consolidated, the decision shall apply to all employees involved.

#### Section 7.6 – Individual Grievances

Notwithstanding any other provisions herein, individual employees may present their own grievance to the Employer and have them adjusted without intervention of the Chapter Chairperson or the Union. In no event shall any such adjustment be contrary to, or inconsistent with, the terms of any agreement between the Employer and the Union. If any individual settles his/her own grievance, the settlement shall be binding upon the employee concerned, and it shall not set precedent or be binding upon the Union or any other member of the Union.

#### Section 7.7 – Grievance Withdrawal

A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of

reinstatement. If the grievance is not reinstated within five (5) working days from the date of the withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, these grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.

#### Section 7.8 – Informal Resolution

The informal resolution of differences or grievances is urged, and the parties are encouraged to resolve said differences or grievances at the lowest possible level of supervision.

### **ARTICLE 8 LEAVES**

#### Section 8.1 – Leaves of Absence

- A. Education Leave. Upon request, members of the bargaining unit may be given up to ten (10) months leave of absence without pay in order to attend an accredited college, university, trade school, or other educational institution. Upon return from Education Leave, the employee may be reassigned to a position utilizing his/her educational qualification, or will be assigned to a position in the same classification previously held. During an Education Leave, employees will not accrue any customary paid time off, observe paid holidays, accrue pension credits, or receive any other employment-related benefits. Seniority will continue to accrue.
- B. Funeral Leave. An employee shall be allowed three (3) working days with pay as funeral leave days for a death in the immediate family. Under circumstances of an unusual nature, an employee may extend this leave with other accrued paid time off at the discretion of the Department of Public Works with the concurrence of the City Manager. “Immediate family” is defined as follows: the employee’s and the employee’s spouse’s Mother, Father, Step-parents, Brother, Sister, Half-Brother, Half-Sister, Step-children, Grandparents, Grandchildren, or a member of the employee’s household.
- C. Medical Leave. In the event an employee is off due to a non-duty related medical or injury disability, which is not totally disabling, and exhausts the sick leave provided by the Long-Term Sick Bank (Section 8.3), and then exhausts all of his/her other sources of paid time off, such employee shall then be placed on a medical leave of absence without pay not to exceed eight (8) months from the date of exhaustion of the paid time off. Upon request, such leave may be renewed by the Employer for a period of time up to one (1) year.

Upon return from any unpaid medical leave caused by non-duty illness or injury disability of not more than three (3) months from the commencement of the unpaid leave, the employee shall be assured a similar position within the bargaining unit. Upon return from such unpaid leave of more than three (3) months, but less than six (6) months from the commencement of the unpaid leave, the employee shall be eligible for the first available vacancy for which the employee meets the minimum qualifications. If a vacancy does not open for the



employee within one (1) year of the commencement of the unpaid leave, the Employer has no further obligation to provide an available position to said employee.

No less than every three (3) months, the employee shall provide to the Employer, medical confirmation of continued presence of the medical or injury certification of continuing disability. A medical certification of continuing disability must be presented with any request for extension of the leave. A medical certification of good health is required before the employee will be allowed to return to active employment status.

During an unpaid Medical Leave, employees will not accrue any customary paid time off, observe any paid holidays, accrue pension credits, nor receive any other employment-related benefits.

- D. **Military Leave.** Leaves of absence shall be granted to employees who are active in the Armed Forces Reserve or National Guard for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of orders. Employees that are ordered to report for annual field training hereunder, and who present evidence that they reported for, and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay from the government and what they would have received as regular pay from the Employer had they worked during such period. The normal limit of two (2) weeks may be extended if called up by the Governor for emergencies with the State of Michigan, such as riots or natural disasters, such emergency call up to be limited to seven (7) weeks, from all causes, in one calendar year.
- E. **Union Leave.** An employee serving in an elected or appointed Union position may apply for, and be granted a three (3) month leave of absence. The leave may be renewable for an additional one (1) year. During such leave of absence, employees will not accrue any customary paid time off, observe paid holidays, accrue pension credits, nor receive any other employment-related benefits. Upon return from a Union Leave of not more than three (3) months from the commencement of the leave, the employee shall be assured a similar position within the bargaining unit.

Members of the Union selected to attend a function of the Union (i.e. Union-sponsored conventions, schools, or seminars), may be allowed time off without pay by the employer. However, no more than one member may be gone at one time, and such leaves of absence shall be limited to five working days in one calendar year. An employee seeking to attend such events may utilize available paid time off from his/her existing PTO Bank, if such time is available, subject to any limitations outlined in Section 8.2 of this Agreement.

#### Section 8.2 – Paid Time Off

- A. Each employee shall be granted a Paid Time Off (PTO) Bank each anniversary year. PTO is not accumulative from year to year. PTO may be taken in increments of one quarter (1/4) hour or more, and may be used for the following purposes:
  - I. Medical and dental appointments and treatment.

- II. Vacation.
- III. Sick leave.
- IV. Other purposes the employee desires.

Employees shall schedule PTO by making arrangements with their immediate supervisor. If taking PTO would impair or negatively affect normal operations of the Department, the request may be denied. Requests to use PTO for an illness shall be made at least one hour prior to the commencement of the leave. In the event that more than one bargaining unit member requests to utilize PTO on the same date(s), the member who submitted his/her request first will be honored, and the subsequent member(s) request(s) may be denied.

An employee who becomes ill or injured while on a planned PTO, and desires to utilize the Long-Term Sick Bank outlined in Section 8.4, must first use the planned PTO before accessing his/her Long-Term Sick Bank.

Each employee’s PTO Bank will be replenished on his/her anniversary date as per the following schedule:

Years of Service	Annual PTO Bank
6 months but less than 1 year	20 Hours
1 year but less than 5 years	152 Hours
5 years but less than 11 years	192 Hours
11 years or more	232 Hours

An approved paid leave of absence will not count as a break in the employee’s service record when determining paid time off allowances under this section.

B. Unused PTO shall be subject to the following guidelines:

If any PTO is remaining in an employee’s PTO Bank on the last day before an employee’s anniversary, the first twenty-four (24) hours of said remaining time must be deposited into the employee’s LTSB, if his/her LTSB balance is less than 300 hours. Any remaining hours may be deposited into the employee’s LTSB, subject to said maximum LTSB balance allowances. Each unused PTO hour deposited into an employee’s LTSB shall be credited to said bank as 1.5 hours. Any unused PTO that is not deposited into the employee’s LTSB shall be forfeited to the Employer.

Effective on the first employment anniversary date for each employee following the effective date of this Agreement, and each subsequent employment anniversary, his/her PTO Bank shall be replenished subject to the provisions of Section 8.2A of this Agreement.

Section 8.3 - Holidays

The following Holidays are designated:

Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Employees will be paid their current hourly rate for said holidays.

Should a holiday fall on a Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. In case of conflicts with this schedule, holidays will be set by the mutual agreement of the Chapter Chairperson and the City Manager at least two weeks prior to the holiday in question. At the request of the Union, the City Manager shall meet with the Chapter Chairperson in January of each year to address any conflicts the Union has with the impending holidays for the calendar year in question.

Any employee absent from work as part of the Leaves of Absence outlined in Sections 8.1 and/or 8.4 of this Agreement shall not receive holiday pay for any holidays that occur during said leave.

Section 8.4 – Long Term Sick Bank (LTSB)

- A. Employees that have successfully completed one year of service with the Employer will have a one-time LTSB of 400 hours credited to their account, subject to the provisions provided in this subsection. If an employee has completed ten (10) or more years of service with the City of Springfield and has more than 400 hours in his/her LTSB he/she shall be eligible to receive a payment for any hours in excess of 400 at 75% of his/her hourly rate at the time of his/her separation from the employer for any reason.
- B. At no time shall an employee's LTSB grow to contain more than 1,200 hours.
- C. The LTSB can only be used for an employee's personal illness or injury resulting in an absence from work of five (5) or more consecutive work days, and only so long as the employee provides satisfactory medical evidence to the Employer at such times as the Employer requests.
- D. The Employer shall have the right to have an employee claiming benefits under this provision examined by its own experts. If there is a disagreement between the employee's physician and the Employer's experts, the opinion of a third expert chosen by the Employer will be secured at the expense of the Employer, and the parties agree to be bound by such opinion.

- E. An employee utilizing the LTSB will be paid an hourly rate equal to one hundred percent (100%) of the hourly rate in effect at the time said leave commenced. If an employee on long-term sick leave passes a milestone that would have otherwise triggered a pay rate increase, said increase shall not become effective until said employee returns to work for five continuous work days.
- F. An employee utilizing the LTSB will continue to receive all regular employment benefits in effect at the time said leave commenced, except that during any leave that utilizes greater than eighty (80) consecutive hours from his/her LTSB, said employee will not accumulate any new PTO.
- G. In the event an employee is utilizing the LTSB, and cannot access his/her unused PTO Bank prior to the annual renewal date, any unused PTO will be automatically added to said employee's LTSB on an hour for hour basis.
- H. Any employee utilizing his/her LTSB shall not be eligible for holiday pay while on said leave.
- I. The LTSB cannot be accessed for any day an employee receives Worker's Compensation benefits.
- J. The LTSB cannot be accessed for any injury resulting from an employee's employment with another employer.
- K. An employee's LTSB shall not grow to more than 1,200 hours.

#### Section 8.5 – Jury Duty and Witness Duty

- A. An employee who is summoned, and reports for jury duty, as prescribed by applicable law, for time necessarily lost from his/her scheduled work day during which he/she performs jury duty, and during which he/she would otherwise have been scheduled to work for the Employer, shall continue to be paid what he/she would have earned from his/her employment with the Employer on that day on the basis of eight (8) hours of work at his/her regular rate of pay for a regular full-time employee. The Employer's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) working days in a calendar year. In order to receive the payment referred to above, an employee must give the Director of Public Works prior notice that he/she has been summoned for jury duty on the days for which he/she claims such payment. The employee shall assign his/her jury pay to the Employer. The provisions of this subsection are not applicable to an employee who, without being summoned, volunteers for jury duty.
- B. When an employee is subpoenaed to make a court appearance, for such time as he/she necessarily loses from his/her regularly scheduled work for the Employer, he/she shall continue to receive what he/she would have earned from the Employer on that day on the basis of eight (8) hours of work at his/her regular rate of pay as a regular full-time employee. The employee shall assign his/her court appearance fee to the Employer. The provisions of this subsection are not applicable to an employee who is either the Plaintiff of the Defendant in the matter before the court.

- C. If an employee is released from jury or witness duty three (3) or more hours prior to the end of his/her shift, he/she shall return to work within one (1) hour of such release. If released less than three (3) hours prior to the end of his/her shift, he/she shall call and inform his/her department of his/her availability. If needed, he/she will report to work.

#### Section 8.6 – Veterans Reinstatement Rights

The reinstatement right of any employee who enters military services of the United States by reason of an act of Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such rights. Any employee that enters such military service lasting longer than thirty-one (31) working days will not accrue any customary paid time off, observe any paid holidays, nor receive any other employment-related benefits while on leave.

### **ARTICLE 9 BENEFITS**

#### Section 9.1 – Hospitalization Medical Coverage

- A. The Employer agrees to pay eighty percent (80%) of the premium for medical and prescription coverage. Employees shall pay twenty percent (20%) of their medical and prescription coverage. The Employer will provide and pay one hundred percent (100%) for dental and vision coverage.

The plan shall apply to all employees covered by the terms of this Agreement. Should the Employer change carriers, the Employer agrees to provide coverage equal to or better than that presently in effect.

- B. Payments will be deducted in equal amounts, spread over the premium year, and shall commence the first pay date of this Agreement. Subsequent increases shall be implemented in the first pay date of the July for each year.
- C. While an employee is laid off, the Employer agrees to continue to fund the Employer's portion of the medical, dental, and vision premiums in affect at the time the layoff commences, for a period not to exceed four (4) months. In order to be eligible, an employee must have at least two (2) years of seniority.
- D. In the event that the Federal Government provides nationalized medical, dental, and/or vision insurance, the Employer, and the Union mutually agree meet to discuss the option of utilizing such service.
- E. Any employee that can demonstrate the ability to obtain medical, dental, and vision insurance from another source, may elect to decline the Employer's plan. Any employee who declines to participate in the Employer's plan shall be paid the corresponding insurance deferral payments:

Insurance Eligibility	Acceptance	Weekly Payment
Single Employee	No Coverage	\$50.00
Employee/Spouse Coverage	No Coverage	\$100.00
Employee/Spouse Coverage	Single Coverage	\$50.00
Single Parent Coverage	No Coverage	\$100.00
Single Parent Coverage	Single Coverage	\$50.00
Family Coverage	No Coverage	\$125.00
Family Coverage	Single Parent Coverage	\$50.00
Family Coverage	Employee/Spouse Coverage	\$50.00
Family Coverage	Single Coverage	\$100.00

Any employee who defers the Employer's medical insurance shall be required to provide proof of coverage from another insurance provider. An employee's ability to join the Employer's medical insurance plan following a period of deferral shall be subject to the open enrollment requirements of the City's insurance provider.

#### Section 9.2 – Life Insurance Coverage

The Employer agrees to pay the full premium for a term life insurance plan for each employee, face value of twenty thousand dollars (\$20,000.00) while employed or absent as the result of any injury, illness, maternity, or four (4) month layoff. A ten thousand dollar (\$10,000.00) policy shall be carried for those employees hired on or before July 17, 2006.

#### Section 9.3 – Longevity Plan

- A. To those full-time employees who are active as of the last payroll period before Thanksgiving Day of each year, and have completed seven (7) years or more of continuous employment with the Employer, excluding any time spent on layoff, the Employer will grant to such employees on the final pay period before said Thanksgiving Day an amount equal to two percent (2%) of such employee's base salary as of the preceding year.
- B. To those full-time employees who are active as of the last payroll period before Thanksgiving Day of each year, and have completed twelve (12) years or more of continuous employment with the Employer, excluding any time spent on layoff, the Employer will grant to such employees on the final pay period before said Thanksgiving Day an amount equal to four percent (4%) of such employee's base salary as of the preceding year.
- C. To those full-time employees who are active as of the last payroll period before Thanksgiving Day of each year, and have completed twenty-one (21) years or more of continuous employment with the Employer, excluding any time spent on layoff, the Employer will grant to such employees on the final pay period before said Thanksgiving Day an amount equal to six percent (6%) of such employee's base salary as of the preceding year.
- D. On a pro-rata basis, longevity benefits will be paid to those employees who retire or become deceased (to the survivor or estate) prior to the final pay period before said Thanksgiving Day. Such prorated payment shall be based on the number of calendar months for full time

service credited to the employee from said employee's most-recent longevity payment to the time of retirement or death.

Section 9.4 –Retirement Benefits

A. Pension

The pension provisions now in effect for employees covered by this Agreement shall remain in effect until December 31, 2009, said program being the MERS Plan B-2 with the F-55/25 option. Effective January 1, 2010, the pension program for employees covered by this Agreement shall be MERS Plan B-3 with the F-55/25 option. Vesting shall be upon the completion of 10 years. Effective July 1, 2019 the employee contribution will be three percent (3%). Effective July 1, 2020 the employee contribution will be four percent (4%). Effective July 1, 2021 the employee contribution will be five percent (5%).

B. Deferred Compensation

The City will provide each member of the bargaining unit with a 457 Deferred Compensation Plan. The Employer shall match each employee's voluntary contributions per the following table:

Effective Date	Employee Contribution	Employer Match
Beginning July 1, 2010	1.0% of base wages	1.0% of base wages
Beginning July 1, 2011	1.5% of base wages	1.5% of base wages
Beginning July 1, 2012	2.0% of base wages	2.0% of base wages
Beginning July 1, 2013	3.0% of base wages	3.0% of base wages

If an employee chooses not to contribute, the Employer shall not be obligated to provide a matching contribution.

In the event an employee voluntarily terminates his/her employment with the employer, or is terminated by the employer, and said termination is upheld through the grievance procedure, before completing ten (10) full years of service with the Employer, said employee shall only be entitled to his/her contributions to the account, and any corresponding interest earnings.

C. Retiree Health Care.

For all employees hired before June 15, 2015 who retire after the effective date of this Agreement, the Employer agrees to provide hospitalization coverage to all retired members of Local 331 (retiree) with at least 20 years of service to the Employer. Said coverage will be limited to that of a single person. The Employer's cost for the retiree's hospitalization premium shall be capped at the amount in effect for a single person on the date of his/her retirement. Any additional costs related to premium increases or additional coverage for eligible family members shall be the responsibility of the retiree. At the time the retiree becomes eligible for Medicare (as provided by federal law), he/she must accept such coverage. A retiree that is covered under Medicare shall no longer be eligible to continue on the Employer's hospitalization plan. The Employer will provide any retiree that is covered

under Medicare with a monthly stipend equal to two-hundred dollars (\$200.00) in lieu of participation in the Employer's hospitalization plan.

At the time of retirement, any bargaining unit member that is eligible to participate in the Employer's hospitalization plan, but chooses to decline participation, shall be paid a one-time deferral fee equal to twenty-five thousand dollars (\$25,000.00). Such retiree shall have no future right to access the Employer's hospitalization plan.

For all employees hired on or after June 15, 2015, the Employer will sponsor a health care savings plan (HCSP) for all such employees. Employees shall make mandatory weekly contributions to the plan of at least five dollars (\$5.00) per week. The Employer will contribute at least nineteen dollars (\$19.00) per week. The Employer's contributions shall remain in the property of the Employer until such time as the employee completes ten (10) years of continuous service with the Employer. If an employee separates employment for any length of time prior to the completion of ten (10) years of continuous service, he/she shall forfeit all Employer contributions and related interest earnings.

Prior to their anniversary each year, eligible Employees may roll up to fifty (50) hours of unused PTO into the City-sponsored health care saving plan. PTO hours cannot accrue from year-to-year.

#### Section 9.5 – Worker's Compensation – On the Job Injury

The Employer shall, for a period not to exceed thirty-nine (39) weeks, supplement, without charge to PTO, worker's compensation benefits for employees injured on the job by the difference between worker's compensation benefits and the normal weekly net earnings of the injured employee, excluding overtime. The employee shall, for the same period of time, remit to the City Finance Director, the worker's compensation checks received. The City will make necessary adjustments to FICA and other deductions when the employee returns to work, or at the conclusion of thirty-nine (39) weeks.

In the event any employee receives sick leave compensation, and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse the Employer such amount received as sick leave compensation, and the Employer shall credit the employee's sick leave account with the number of days used as sick leave.

The Employer's obligation to supplement worker's compensation pay by the difference between worker's compensation benefits and the normal weekly net earnings of an injured employee is limited to thirty-nine (39) weeks per injury, and a total of thirty-nine (39) weeks per calendar year.

While collecting worker's compensation benefits for a period greater than six (6) consecutive weeks, an employee shall not accrue any new PTO in his/her PTO Bank, and shall not be eligible for any holiday pay. Said worker will continue to receive all other regular employment benefits for a period not to exceed thirty-nine (39) weeks.

The Employee will continue to be eligible for health care up to fifty-two (52) weeks. All premium costs paid by the employer and employee shall remain in effect. The employee shall notify the employer if they want to continue their health care coverage after the thirty-nine (39) week period.



In the event an employee is absent for more than fifty-two (52) weeks, his/her seniority and employment shall be terminated.

#### Section 9.6 – Unemployment Insurance

The Employer agrees to provide, through the services of the Michigan Employment Security Agency, unemployment insurance coverage for all employees under this Agreement

#### Section 9.7 – Uniforms and Equipment

The City will provide the following: hardhat, vest, fall arrest harness, strap, safety glasses (non-prescription), earplugs. Annually a clothing allowance in the amount of four hundred dollars (\$400.00) shall be available to reimburse employees for the purchase of safety boots, safety glasses or other work-related clothing.

#### Section 9.8 – Licenses

##### A. Licenses Generally

Current employees will be given the opportunity to obtain necessary training to obtain licenses if and when such are required by the State of Michigan, with the expense being funded by the Employer.

##### B. Commercial Driving Licenses (CDL)

The Employer agrees to reimburse the members of the bargaining unit upon presentation of documentation of expenses, including those not covered by health insurance. All employees will be required to possess and maintain a CDL with such endorsements as required by the Employer as a condition of continued employment. Employees shall immediately notify the Employer of any change in the status of the employee's CDL, including temporary suspension, revocation, or loss of license, and any restrictions imposed by the Secretary of State or a court of law.

#### Section 9.9 – Continuing Benefits

Any employee privileges or benefits, which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue throughout the life of this Agreement, unless altered by mutual consent of the Employer and the Union. Any Letter of Understanding between the Employer and the Union, dated prior to July 1, 2014 shall be considered expired.

#### Section 9.10 – Cell Phone Reimbursement

The Employer agrees to reimburse each employee for his/her use of his/her personal cell phone for work-related business. Said reimbursement shall be ten dollars (\$10.00) per week.

**ARTICLE 10**  
**HOURS OF WORK AND COMPENSATION**

Section 10.1 – Working Hours

- A. The work week shall be Monday through Friday. The work day shall begin at 7:30 AM and end at 4:00 PM.

Beginning the first full work week in May of each year, and ending the final full work week in October of each year, the work week shall consist of four (4) ten (10) hour work days, with Monday through Thursday being the normal work week. During such time, the normal work day shall begin at 6:30 AM and end at 5:00 PM. In the event that a scheduled holiday falls on Friday or Saturday in a shortened work week, said holiday shall not be recognized or celebrated on any other regular work day.

If the provisions for a four (4) day work week have caused increased costs, reduced efficiency levels, or reduced service levels, the Employer may discontinue use of the four-day work week for all or part of the year.

- B. Employees shall be allowed an unpaid thirty (30) minute break for lunch.
- C. Employees may take a fifteen (15) minute break in the morning and also a fifteen (15) minute break in the afternoon.

Section 10.2 – Overtime

Overtime hours are hours that are paid at a rate of one and one-half (1.5) times the regular rate of pay.

- A. Overtime will be paid for all hours over eight (8) hours in a day and/or for all hours worked in excess of forty (40) hours in a week, except as otherwise provided for in Section 10.1 of this Agreement.
- B. Overtime will be paid for all hours worked on Saturday or Sunday.
- C. Employees called in for overtime will be guaranteed at least two (2) hours at the overtime rate.
- D. On holidays, employees will be paid at two (2) times their regular rate for hours worked, with a two hour minimum.

Section 10.3 – Compensatory Time in Lieu of Overtime

- A. Employees may receive compensatory in lieu of overtime, at time and one half (1.5).
- B. Compensatory time shall be subject to the following guidelines:
1. Compensatory time can be taken at any time that is mutually convenient with the Employer and requesting employee.

2. No compensatory time shall be granted or taken when the payment of overtime pay for a replacement is necessary.
3. Compensatory may be accumulated from one contract year to the next, so long as the total hours in an employee's compensatory bank do not exceed the maximum accumulations outlined in Section 10.3.B.4.
4. Compensatory time shall not be accumulated to more than sixty (60) hours for an individual employee. When sixty (60) hours is reached, any overtime worked by said employee shall be paid as part of the normal payroll process.
5. No more than forty (40) overtime hours shall be converted to Compensatory time in a single contract year.
6. If an employee chooses to accept pay for accumulated compensatory time, the employee need only notify the Finance Department through the Director of Public Works, and the employee shall be paid for said hours. Employees may only request pay for accumulated compensatory time between April 1 and June 30 of any calendar year. Pay for compensatory time shall be at the hourly rate in effect on the date the employee requests payment.
7. Upon resignation, dismissal, or retirement, all accumulated compensatory time shall be paid to the employee. In the case of a deceased employee, his/her accumulated compensatory time shall be paid to the spouse or estate.

#### Section 10.4 – Equalization of Overtime Hours

- A. Overtime will be computed from July 1<sup>st</sup> through June 30<sup>th</sup> each year. Excess overtime will not be carried over each year.
- B. Overtime hours shall be divided as equally as possible among employees. Whenever overtime is required, the person with the least number of overtime hours will be called up first, and so on down the list, in an attempt to equalize overtime hours. An up-to-date list showing overtime hours will be posted monthly in a prominent place in the garage area.

#### Section 10.5 – Computation of Benefits

All hours paid to an employee shall be considered as hours for the purpose of computing any of the benefits under this Agreement.

#### Section 10.6 – Computation of Payment for Claims of Back Pay/Wages

If the Employer fails to give an employee work which their seniority entitles them, and a written notice of claim is filed within fifteen (15) working days of the time the Employer failed to give such work, the Employer will reimburse the employee for earnings lost through the failure to give such work. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

Section 10.7 – Classifications and Hourly Rates

The rates of pay shall be increased 2% per year for the classification Equipment Operator shall be effective the first full payroll period after the dates indicated:

Step	July 1, 2019	July 1, 2020	July 1, 2021
Start	\$17.73	\$18.08	\$18.44
6 Months	\$ 18.47	\$18.84	\$19.22
18 Months	\$19.42	\$19.81	\$20.21
30 Months	\$ 22.72	\$23.17	\$23.63

Section 10.8 – Payroll

Employees shall be paid weekly. All pay rate changes shall be effective July 1 of each contract year. In the event July 1 occurs in the middle of a work week, all affected employees shall be paid at the new rate for the work days that occur on or after July 1.

**ARTICLE 11  
GENERAL**

Section 11.1 – Residency Requirement

All bargaining unit employees must reside within twenty (20) miles of the nearest boundary to the City of Springfield. All employees are required to establish and/or maintain residency under this Section as a condition of continued employment. Any employee who fails to abide by the provisions of this section shall forfeit his/her employment thirty (30) days after written notice shall be given to such employee by the City Manager that the employee is in violation of the residency requirements. Such forfeiture of employment shall be considered a voluntary separation from service, as an employee undertaking such act shall constitute a resignation.

Section 11.2 – Safety Committee

A safety committee of employees and the Employer will meet upon the request of either party during daytime hours to discuss items of concern. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper for Step 3 of the grievance procedure.

Section 11.3 – Distribution of Agreement

The Employer agrees to make a copy of this Agreement available to each member of the bargaining unit, and to provide a copy to all new employees entering employment in the Department whose positions are covered by this Agreement.

11.4 – Drug Policy

- A. All employees are required to comply with the Employee Drug Policy, as contained in the Springfield Personnel Policy Manual.
- B. Upon a request for a voluntary rehabilitation, as approved by the City Manager, employees may be allowed to utilize any accumulated time, or be granted a leave of absence. The employee is only allowed to utilize voluntary disclosure once, and during voluntary disclosure leave of absence for rehabilitation purposes, employees shall not realize any employment benefits nor accrue any paid time off.

**ARTICLE 12  
SUCCESSOR AND DURATION**

Section 12.1 – Successor Clause

This Agreement shall be binding upon the Employer’s successors or assignees, whether such succession or assignment is effective voluntarily or by operations of law. In the event of the Employer’s annexation or consolidation with another employer, the Agreement shall be binding upon the annexing or consolidated employer.

Section 12.2 – Termination and Modification

- A. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the termination date described in Section 12.4, give written notice of the same.
- B. The notice shall be sufficient if sent by Certified Mail, addressed to the Union:

Michigan Council #25  
1034 N. Washington Square  
Lansing, MI 48906

and, if to the employer, addressed to:

City Clerk  
601 Avenue A  
Springfield, MI 49037

or, to any such address as the Union or the Employer may make available to each other.

- C. If neither party shall give notice provided for in subsection (A) above, the Agreement shall continue in effect from year to year thereafter, subject to the notice of amendment or termination by either party, on ninety (90) days’ notice prior to the then current year’s termination date.

D. If notice of amendment of this Agreement has been given in accordance with the above subsections, this Agreement may be terminated by either party on ten (10) days' notice of termination.

E. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. Any letters of understanding that may be agreed to by the parties during the term of this Agreement shall be equal in standing with provisions agreed to during negotiations of amendments.

Section 12.3 – Effective Date

This Agreement shall become effective July 1, 2019.

Section 12.4 – Duration

This Agreement shall be in full force and effect until midnight, June 30, 2022.

15<sup>th</sup> IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day of April, 2019.

FOR THE UNION:

  
\_\_\_\_\_  
Michael Welsh, Chapter Chairperson

  
\_\_\_\_\_  
Terry Nixon, Steward

  
\_\_\_\_\_  
Terry Collie  
Staff Representative

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Harry Burdett, Mayor

  
\_\_\_\_\_  
Kevin A. Catlin, City Manager

  
\_\_\_\_\_  
Michael R. Kluck, Labor Counsel