

PUBLIC SERVICES EMPLOYEE UNION CONTRACT
HUNTINGTON WOODS PUBLIC SERVICES EMPLOYEE UNION
AFSCME LOCAL #574
AND THE CITY OF HUNTINGTON WOODS

July 1, 2021 to and including June 30, 2024

TABLE OF CONTENTS

| | |
|---|----|
| Article 1 – Purpose and Intent | 1 |
| Article 2 – Recognition..... | 1 |
| Article 3 – Representation | 2 |
| Article 4 – Joint Responsibilities | 2 |
| Article 5 – Management Rights | 2 |
| Article 6 – Union Security | 3 |
| Article 7 – Payroll Deduction for Union Dues | 3 |
| Article 8 – Grievance Procedure..... | 4 |
| Article 9 – Seniority..... | 6 |
| Article 10 – Promotions, Transfers..... | 7 |
| Article 11 – Job Training | 8 |
| Article 12 – Temporary Transfers..... | 8 |
| Article 13 – Layoff and Recall..... | 8 |
| Article 14 – Discipline | 9 |
| Article 15 – Hours, Overtime, Premium Pay and Weekend Stand-By..... | 10 |
| Article 16 – Vacations | 13 |
| Article 17 – Holidays | 14 |
| Article 18 – Leaves | 15 |
| Article 19 – Jury Duty..... | 18 |
| Article 20 – Insurance..... | 18 |
| Article 21 – Retirement..... | 21 |
| Article 22 – Uniforms | 22 |
| Article 23 – C.D.L. Licensing..... | 23 |
| Article 24 – Wage Rates | 23 |
| Article 25 – Bulletin Board Space | 24 |
| Article 26 – Supervisors Working | 24 |
| Article 27 – Saving Clause | 25 |
| Article 28 – Contractual Understanding | 25 |
| Article 29 – Light Duty..... | 25 |
| Article 30 – Tuition Reimbursement Policy | 25 |
| Article 31 – Term of Agreement..... | 25 |

AGREEMENT

This agreement is entered into this ___ day of _____, 2021, by and between the City of Huntington Woods, Michigan, a municipal corporation, hereinafter referred to as the “employer” and the American Federation of State, County, and Municipal Employees, Council No. 25, Local #574, AFL-CIO, hereinafter referred to as the “union.” This agreement shall become effective July 1, 2021, and shall remain in effect through June 30, 2024, at which time it shall be subject to review or change.

ARTICLE 1 - PURPOSE AND INTENT

- A. The general purpose of the agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful relations for the mutual interest of the City of Huntington Woods in its capacity as an employer, its employees, the union and the citizens of the City of Huntington Woods, Michigan.
- B. The parties recognize the essential public service here involved and that the mutual interest of the community and job security of the employees depend upon the City’s success in establishing and maintaining proper service to its citizens, through the utilization of those methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, protection of property and avoidance of interruptions of work.
- C. To these ends, the City and the union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.
- D. Where appropriate in this agreement, the specifications of the masculine gender applies to feminine.

ARTICLE 2 - RECOGNITION

The City of Huntington Woods recognizes Local 574, American Federation of State, County, and Municipal Employees, AFL-CIO, affiliated with Council #25 as the sole and exclusive bargaining agent for all employees employed by the City in the Department of Public Services, excluding office clerical, temporary employees, supervisors, elected officials, and all other employees, as certified in MERC Case No. R 73 11-352 for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, and Act 379 of the Public Acts of 1965, as amended.

ARTICLE 3 - REPRESENTATION

- A. There shall be two (2) union representatives, the Chapter Chairman and Steward, who shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the union.
- B. The union shall designate to the employer, in writing, the union representatives and the employer shall not be required to recognize or deal with any employee other than the two (2) representatives so designated.
- C. The union may be represented by not more than two (2) employees from the bargaining unit in contract negotiations. Such employees shall be selected in any manner the union desires. The union shall designate said employees to the employer.
- D. Special Conferences
 - 1. Special conferences for important matters will be arranged between the Chapter Chairman and the employer or its designated 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 management. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
 - 2. The union representatives may meet on the employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 4 - JOINT RESPONSIBILITIES

- A. There shall be no strikes, sympathy strikes, concerted failure to report for work, slowdowns, or stoppages of work, during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of the Agreement.
- B. The City will not lock out any employees during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities

belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise and expressly reserves the right to establish and maintain rules and regulations governing the operation of the Public Services Department and the employees therein. It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including, but not limited to, the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedures and other express provisions of this agreement as herein set forth.

ARTICLE 6 - UNION SECURITY

- A. The City of Huntington Woods agrees to deduct from the wages of employees who voluntarily elect to become members of the Union, all Union membership dues/initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form and the employer agrees to deduct that amount in accordance with said form. The Treasurer of Michigan AFSCME Council 25 shall certify to the employer in writing the amount of initiation fees/dues to be deducted from each employee.
- B. The employer shall not be liable to the Union or any employee for the remittance or payment of any sum other than the amount constituting the actual deduction made from wages earned by employees in accordance with the authorization on file with the employment.

ARTICLE 7 - PAYROLL DEDUCTION FOR UNION DUES

- A. During the period of time covered by this Agreement, the employer agrees to deduct monies in accordance with the terms of the Authorization of Check-Off Dues form from the pay of each employee who voluntarily executes the said form. It is further agreed that the employer shall honor any revocation of such authorization by any employee at any time in accordance with state law. The employer agrees to notify the Union of any revocation of dues at the time such revocation occurs.
- B. Authorization for Payroll Deduction – Union Authorization Form shall read as follows:
 - 1. During my membership in the Union, an amount established by the Union as monthly dues and assessments, shall be deducted and paid to the Treasurer of Michigan AFSCME Council 25.

2. I understand that I am not required to pay Union dues, assessments or fees in accordance with state law as a condition of my employment. I understand that I shall notify the Union and City of my revocation of dues at the time I revoke this authorization.
 3. Deductions each calendar month shall be remitted to such address designated to the designated financial officer of Michigan AFSCME Council 25, AFL-CIO with an alphabetical list of names of all employees from whom deductions have been made.
- C. Hold Harmless – The Union shall indemnify and hold harmless the City of Huntington Woods against any and all liability which may arise by reason of the deduction by the employer of money as Union initiation fees, membership dues, or service/administration charges from employees’ wages, or any and all liability which may arise by reason application of Articles 6 and 7 of this Agreement.
- D. State law – In the event that Public Act 349 of 2012 (the “Act”) is repealed, replaced, judicially declared invalid, or otherwise amended so that the payment of Union dues or service fees may be required for employment or continuing employment, then the parties agree to reinstate the contract language set forth in the Union Security article of the last collective bargaining agreement in effect prior to the effective date of the Act. In that event, the former Union Security Article will thereafter be in full force and effect.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Should a difference arise between the Employer and the Union or any of the employees covered by this Agreement as to interpretation, application, or violation of this Agreement; or any written work rules or policies; or any disciplinary action reduced to written form by the Employer, it shall be settled in accordance with the grievance procedure set forth below:

STEP 1

Any employee having an alleged grievance shall first take up the matter with his foreman or other designated supervisor as the case may be. If not settled within five (5) working days, Monday through Friday, it shall be discussed with the employee’s representatives. If not settled in this discussion, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) working days, Monday through Friday, of its occurrence shall be considered automatically closed.

STEP 2

The written grievance shall be discussed between the representative and the foreman. The foreman shall give his written decision within five (5) working days, Monday through Friday, of receipt of the written grievance.

STEP 3

In the event the grievance is not settled in Step 2, a meeting shall be held between the representative, the grievant, and Director of Public Services/or designee within five (5) working days, Monday through Friday. The decision of the Director/or designee shall be given in writing within five (5) working days, Monday through Friday, of the end of the meeting, unless the time is extended by mutual agreement.

STEP 4

If the union is not satisfied with the decision at Step 3, the representative of the Union may, within five (5) working days, Monday through Friday, after the decision at Step 3, submit the grievance in writing to the City Manager. The union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within five (5) working days, Monday through Friday, it will be considered closed on the basis of the last disposition. The City Manager shall meet with the representative and grievant. Each may have outside representatives at such meeting or at the Step 3 meeting, with notice to the other. The City Manager will submit within five (5) working days, Monday through Friday, of any such hearing the City's decision in writing to the Union.

STEP 5

- A. In the event the grievance is not settled in Step 4, the Union shall have the right to appeal the dispute by giving written notice to the City Manager of its intent to submit the matter to arbitration. Such written notice must be received by the City Manager within fifteen (15) calendar days from the date of the meeting provided in Step 4. The parties shall attempt to select a mutually acceptable arbitrator within thirty (30) calendar days of the City Manager's receipt of the Union notice of its intent to submit the matter to arbitration. In the event that the parties are unable to agree on an arbitrator within the thirty (30) calendar day period, the Union shall have fifteen (15) calendar days after the end of that period to process the grievance in accordance with the rules of the American Arbitration Association.

- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:
 - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. He shall have no power to establish wage rates or change any wage.
 - 3. He shall have no power to change any practice, policy, or rule of the City nor to substitute his judgment for that of the City as to the reasonableness of any such practice, policy, rule or any action taken by the City. His powers shall be limited to deciding whether the City has violated the express articles or sections of this

Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to any arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- C. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the City.
 - D. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - E. No decision in any one case shall require a retroactive wage adjustment in any other case.
 - F. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.
 - G. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate, less any compensation he may have received from any source of employment during the period in question.
 - H. Any notice of disciplinary and discharge action taken, and the reasons therefore shall be in writing.
 - I. Records, reports and information relevant to a pending grievance may be made available to the union representative at the request of the union representative.
 - J. The time limits set forth herein shall be strictly applied; however, they may be extended by mutual agreement for good cause shown.

ARTICLE 9 - SENIORITY

- A. All full-time employees within the bargaining unit shall serve a probationary period of twelve (12) months from the initial date of employment. Upon completion of the

probationary period an employee shall be considered a regular employee and eligible for seniority status.

- B. During the probationary period the employee accumulates annual and sick leave but is not entitled to use these benefits until he has completed six (6) months of employment. Probationary employees are entitled to enroll for life insurance as described in Article 20.
- C. During the twelve (12) month probationary period, an employee shall be employed at will and may be terminated with or without cause. The city's decision to discipline, counsel and/or terminate a probationary employee shall not be subject to the grievance procedure. Seniority of a new employee shall be commenced after the employee has completed his probationary period of twelve (12) months and shall be from the date of employment. An employee shall forfeit his seniority rights and his employment shall be terminated for the following:
 - 1) He is dismissed for just cause and is not reinstated.
 - 2) If he is absent without leave for three (3) consecutive workdays without justifiable reason, at which time his employment shall be considered voluntarily terminated.
 - 3) He retires or resigns.
- D. A regular full-time employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit.
- E. The Chapter Chairperson, during his term of office only, shall head the seniority list within his job classification for the purposes of layoff and recall.
- F. Choice of vacations shall be on a seniority basis per the needs of the Department of Public Services.
- G. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- H. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority with their classification.
- I. The employer will keep the seniority list up-to-date at all times and will provide the Local Union Chairperson with up-to-date copies at least once per year.
- J. In the event a temporary employee is promoted to a permanent position, his time worked as a temporary employee since his last date of hire shall count towards establishing his seniority date.

ARTICLE 10 - PROMOTIONS, TRANSFERS

- A. Promotions within the bargaining unit/City shall be made according to the following procedure.

1. Each job vacancy within the City/bargaining unit shall be posted on the DPS employee bulletin board for seven (7) workdays. Interested employees shall apply within seven (7) days.
2. The City will rate each applicant according to qualifications and ability. The applicant rated the highest will be selected for the position. In those cases where two (2) or more applicants are rated equally, then the applicant with the greatest seniority will be selected for the position. The City will conduct this process prior to hiring from outside the bargaining unit.
3. Each employee selected for a promotion will serve a trial period of one hundred twenty (120) days during which:
 - a. The employee can voluntarily decline the promotion and return to his previous classification.
 - b. The city can deny the promotion because the employee is unsatisfactory for the position and shall give notice and reasons for denial to the employee as well as to the Union. If the employee is denied the promotion, he shall have the opportunity to revert back to his former classification.
 - c. The employee will receive the rate of pay for the job being performed.

ARTICLE 11 - JOB TRAINING

The City shall provide the necessary training to employees in order to perform the required tasks and to operate the equipment assigned to them within their respective job classifications.

ARTICLE 12 - TEMPORARY TRANSFERS

When an employee works in a classification higher than his regular classification for more than eight (8) hours in any workday, he shall receive the higher rate of pay for all hours worked that day. Any employee working in a lower classification shall receive the rate of pay for his regular classification (except where an employee is offered and accepts work in a lower classification in place of layoff, the rate for the classification of work performed shall prevail).

ARTICLE 13 - LAYOFF AND RECALL

- A. Should a layoff become necessary, the following provisions shall apply:
1. Layoff of employees shall be by job classification seniority, and the following order shall be followed:
 - a) Seasonal employees
 - b) Temporary employees

- c) Probationary employees
 - d) Remaining seniority employees within the classification effected shall then be laid off in inverse order of their classification seniority.
 - e) Further bumping by seniority shall be allowed to jobs of equal or lower classification provided that employees who remain are qualified to perform the work available. Bumping by seniority shall also be allowed to a job of higher classification previously held on a permanent basis provided the employee was not demoted for reasons of inability to perform the job.
 - f) Any employees with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.
2. Employees to be laid off shall be given at least seven (7) calendar days' notice of the layoff. The Chapter Chairperson shall receive a list from the City of the employees being laid off on the same date the notices are issued to employees.
 3. During the term of this Agreement, the employer shall not contract out or sub-contract out any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit that would cause a reduction of hours normally worked by the bargaining unit members or that would cause a reduction in the bargaining unit itself, without calling a special conference to discuss the details at least thirty (30) days prior to implementation.
 4. The parties affirm the continuation of the past practice whereby the City hires seasonal employees to supplement its regular work force to meet demands and activities.
 5. Employees are eligible for recall for a period of eighteen (18) months or the length or seniority, whichever is lesser.
- B. When the working force is increased after a layoff, employees shall be recalled in inverse order of the layoff and shall be subject to the same conditions of layoff.
 - C. Notice of recall shall be sent to an employee at his last known address by certified mail. An employee shall report his intent to report for work within three (3) working days and shall return to work within seven (7) working days or his employment shall be terminated. Extensions may be granted by the City.

ARTICLE 14 - DISCIPLINE

- A. Discharge and discipline shall be for fair and just cause only.

- B. The Employer shall have the right to post work rules spelling out standards of expected employees conduct.
- C. Prior to a discharge or a suspension, an employee will receive his constitutional due process rights. Further, prior to any progressive discipline action, the Employer will attempt to discuss the matter with the Union.
- D. Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter shall be referred to the grievance procedure at Step 3. Failure to present the grievance in writing within five (5) working days after the action was taken shall be construed as acceptance by both the employee and the union of the employee's action and a waiver of any further protest of the action.

ARTICLE 15 -
HOURS, OVERTIME, PREMIUM PAY
AND WEEKEND STAND-BY

- A. The regular workdays for full-time employees shall be eight (8) hours excluding non-paid lunch periods. The regular work week shall consist of five (5) consecutive days, or forty (40) hours every week, as scheduled by the Director. Employees are expected to be regular in their attendance and to observe the regular working hours, which shall be 7:00 a.m. to 3:30 p.m. Monday through Friday. Employees will adhere to the existing policy of pay deduction for tardiness:

| | | |
|-------|--------------|--------|
| 1-15 | Minutes Late | ¼ Hour |
| 16-30 | Minutes Late | ½ Hour |
| 31-45 | Minutes Late | ¾ Hour |
| 46-60 | Minutes Late | 1 Hour |

If for some legitimate reason an employee is unable to report for work at the scheduled starting time the employee must contact the Foreman no later than two (2) hours following the scheduled beginning time unless physically impossible. Failure to do so may result in disciplinary action as set forth in Article 14.

- B. Employees will receive fifteen (15) minutes in each half of the day for work relief periods which shall be taken so as not to conflict with departmental operations. Employees shall receive ten (10) minutes just before lunch and at the end of each workday for wash up.
- C. Any time worked in excess of eight (8) hours within a twenty-four (24) hour period, Monday through Friday, and any time worked in excess of forty (40) regular hours a week shall be considered overtime. Overtime pay shall be at the rate of time and one-half (1 ½) of the employee's regular hourly rate. There shall be no pyramiding of overtime.
- D. All regular full-time employees of the City will be paid one and one-half (1 ½) times the regular hourly wage rate for those hours worked on Saturday which when added to the other hours worked in the same week are in excess of forty (40). Annual leave, sick leave

or other authorized leave during the week will be considered as time worked in applying the provisions of this paragraph.

- E. All regular full-time employees will be paid two (2) times the regular hourly wage for such hours worked on Sunday which, when added to the hours previously worked in the same week, exceed forty (40).
- F. Regular full-time employees who work on a scheduled holiday shall be compensated with double time plus holiday pay for hours worked on holidays which, when added to the hours previously worked in the same week, exceed forty (40).
- G. The foreman or Director will determine the necessity for overtime and make specific overtime assignments to employees as evenly as possible among all those employees qualified to do the work with one exception; an employee performing a function at the end of the regular workday which requires overtime to complete shall remain in that capacity regardless of his/her overtime roster status. Employees shall work overtime when necessary unless excused for good cause.
- H. Employees called in to work outside of their regular work schedule shall be paid for a minimum of two (2) hours work, Monday through Friday. Employees shall be paid a minimum of four (4) hours if called in on Saturday, Sunday, or Holidays. If the overtime rate changes while the employee is in the field i.e. working 2 hours on Saturday at time and one-half and 1 hour on Sunday at double time or 2 hours on Sunday at double time and 1 hour on Monday at time and one-half, then the difference between the hours worked and the minimum call-in period, shall be paid at time and one-half. These minimums shall not apply if an employee is kept beyond his regular work schedule. If additional work of an emergency nature is necessary before an employee has been released during the call-in period, that employee can be assigned additional work. The City will not purposely create work during the call-in period.
- I. On weekends and holidays, when the Crew Leader is filling in after-hours for the Field Supervisor, if the Crew Leader responds to an after-hours request for service, he shall be paid the applicable overtime for the actual hours worked plus stand-by pay. The minimum call-in time shall only apply if the Crew Leader is next on the overtime list. On work days, if the Crew Leader responds to an after-hours request for service, he shall be paid for the minimum call in time and is not eligible for stand-by pay. The Crew Leader is responsible for checking Miss Dig emails in the absence of the Field Supervisor at no additional compensation unless he responds to an after-hours Miss Dig request then the above language on after-hours response shall apply.
- J. All overtime properly assigned and refused shall be charged for overtime distribution purposes the same as if worked. Inability to contact an employee by phone will be counted in overtime lists and calculations. An overtime roster shall be updated daily and posted on the employee bulletin board. Employees will be expected to respond to phone calls. However, disciplinary action shall not be taken should reasonable circumstances prevent a response.

- K. At the written request of the union, the foreman and Director shall meet with the union to discuss possible changes to the regular hours of work in the department between June 1 and August 31. Any changes to the department's regular working hours shall be with the approval of the City Manager.
- L. The City maintains the right to request weekend and holiday standby from employees(s) on a voluntary basis. When on standby, an employee shall be paid the rate of \$50 per day. When the employer requests standby, the overtime list and system shall apply.
- M. During a scheduled time-off, a Union employee will be:
1. Excluded from the overtime list; and
 2. Not charged for any overtime missed regardless of his/her position on the overtime list.
 - A scheduled time-off will be any approved time off including scheduled or unscheduled sick days. For purposes of this understanding, a day is a 24-hour period which begins and ends at midnight.
 - At other times, including weekends and holidays, a Union employee will remain on the overtime list subject to call in. If he/she does not respond, is unavailable or chooses not to work, the employee will be refused and the hours worked by another Union employee will be added to his/her total on the overtime call in list only. An employee will be charged an equal number of hours as the employee who worked the overtime.
- N. If the situation arises, at the discretion of the Department of Public Works Foreman or Director, that additional employees may be needed to complete a task, employees who are on a scheduled absence from work, i.e. on vacation, floater or personal day, may be contacted and asked if they wish to work. Anyone accepting would be paid Double Time for the time worked during scheduled time off. Please note the following:
1. If more than one person is off, the person with the fewest OT hours as shown on the OT Report will be called first.
 2. No one who is on a scheduled day off will be given a refusal for not working.
 3. This does not apply to anyone off on a sick day whether it is scheduled or unscheduled.
- O. It is the responsibility of the employee to bring to his immediate supervisor, or to contact management if there is no supervisor or management on the job site, if he is working a job that will extend into a scheduled day off and create an overtime situation. The employee will not receive double time pay for any time worked on a scheduled day off without prior approval.

- P. When scheduling overtime, the City may contact employees via the employee's home phone or private cell phone, whether after hours or during the work day. After hours, employees will initially be contacted on their land line, if one is available, followed by their cell phones. If there is no answer during off hours and the employee does not respond within 15 minutes, management will move to the next person in line for overtime assignments. The City will not supply any other means of communication at this time.
- Q. For employees who use their personal cell phones for City business, the City will pay union employees an amount equivalent to \$20/month for each month. Payment shall be made in the first pay in December for the previous 12 months (the calendar year, including December). In the event the employee does not have a cell phone or refuses to make that number available to the City, the employee will not be paid the monthly compensation and overtime call back shall be based solely on their home land lines. Upon separation of any employee from the City's service, except discharge for cause, the employee will be paid the sum due for the months worked under this agreement not yet paid for the current calendar year.
- R. Relief Leave/Rest Pay
1. Relief leave/rest pay is established when unforeseen circumstances require long continuous hours of work without sufficient rest (e.g. snow removal, water main breaks, storm damage). While the decision to accept overtime is ultimately a voluntary decision by the employee, the Union recognizes health and safety related tasks are critical and need to be completed at any hour of the day for as long as it takes to complete the job. Furthermore, many of the functions of DPW staff involve heavy machinery and are considered DOT "safety sensitive."
 2. Should an employee work a sixteen (16) hour or more shift within a continuous twenty-four (24) hour period, he/she shall be released for a period of eight (8) hours before he/she is required to report to work for the next normal work day. If all and/or any part of the eight (8) hour rest period coincides with the employee's next normal work day, he/she shall suffer no loss of his/her straight pay normally earned during such period.
- S. Compensatory Time

Employees who choose to work overtime shall have the option of getting paid or banking that time in a compensatory time bank that can be used at a later date, subject to all of the following:

1. Hours worked as overtime shall automatically be paid in the pay period in which they were earned, unless the employee notifies the Director prior to the end of the pay period that the hours should be placed in the employee's compensatory time bank.
2. All hours earned as compensatory time shall be recorded as leave time earned at time and one half (1-1/2), except that hours earned on Sundays and holidays shall be recorded as leave time earned at double time.

3. Employees must provide no more than seven (7) days advance notice in the event they wish to utilize compensatory time. Employees must obtain prior approval from the Director prior to using compensatory time. Approval shall not be unreasonably withheld, except that it is expressly understood that approval of compensatory time shall not be authorized if it will result in overtime.
4. Compensatory time may be used in increments of one (1) hour.
5. Employees may bank up to a total of 80 hours of compensatory time. All overtime hours worked in excess of the 80-hour bank shall be paid out as overtime.
6. Upon separation of employment, all hours remaining in the employee's compensatory time bank shall be paid out at the employee's current rate of pay.

T. Hazard pay compensatory time

A special 96-hour COVID hazard pay compensatory bank is established for each member of the bargaining unit. This compensatory time must be used by the end of the contract term, June 30, 2024. Any unused time remaining as of June 30, 2024 will be forfeited. The hazard pay compensatory time cannot be cashed in for any reason and must be used in accordance with Article 15, Section S.

ARTICLE 16 - VACATIONS

- A. All full-time employees shall be allowed vacation leave at their regular hourly pay based on the following schedule:

| <u>Years of Service as of January 1</u> | <u>Vacation Days</u> |
|---|--|
| Up to Five (5) Years | Ten (10) Days |
| Five (5) to Ten (10) Years | Fifteen (15) Days |
| Ten (10) Years & Over | One (1) additional day per year to a maximum of Twenty (20) Days |

- B. Vacation leave earned during one calendar year is required to be taken during the next calendar year. Vacations shall be scheduled as requested by the employees, provided said request shall be made at least fourteen (14) calendar days in advance. Vacation requests made less than fourteen (14) calendar days in advance shall be granted at the discretion of management. No more than one (1) Mechanic and one (1) employee from the remainder of the Public Services Department shall be on vacation at the same time. In the event a conflict of vacation scheduling occurs, seniority shall be used to determine the vacation preference except when the vacation request is made less than fourteen (14) days in

advance. No vacation request shall be made less than fourteen (14) days in advance. No vacation request shall be unreasonably denied.

1. Vacation request submitted prior to April 1st of each year shall be granted based upon seniority.
2. Vacation request submitted after April 1st shall be granted based upon seniority.
3. Any vacation submitted before April 1st shall receive priority over vacation submitted after April 1st, regardless of seniority status.

An employee with less than one (1) full year of service prior to January 1st may be allowed vacation leave in the proportion that his actual service bears to a full year of service. The employee may not use this partial leave, however, until he has worked six (6) months. No employee shall be given vacation leave that is a fractional part of a day.

- C. Upon separation of any employee from the City's service, either by resignation, lay-off, or other means, except discharge for cause, such employee shall be granted accrued vacation time up to and including all such time due. In the event of death of an employee, his or her personal representative shall be paid all vacation time due such employee. Any employee who separates himself through unexcused absence without leave or does not give at least two (2) weeks' notice, shall surrender all rights to vacation time.
- D. Vacation leave will accrue at the annual rate set forth in Article 16(A). Vacation leave will accrue for every month than an employee receives at least 80 hours of compensation. An employee will considered to be compensated during time which he or she works and is paid regular wages, is taking sick time, floating holiday, personal day or vacation time, or is on worker's compensation. During months for which employees receive less than eight (80) hours of pay, no vacation leave will accrue.

ARTICLE 17 - HOLIDAYS

- A. The following shall be considered as holidays for purposes of this agreement:

| | | |
|----------------|------------------------|----------------------|
| New Year's Day | New Year's Eve | Christmas Eve |
| Good Friday | Thanksgiving Day | July 4 th |
| Memorial Day | Day after Thanksgiving | |
| Labor Day | Christmas Day | |

- B. There are six (6) floating holidays in lieu of the employee's birthday, Veteran's Day, Martin Luther King Day and three (3) additional days.
- C. Floating holiday days can be scheduled for use throughout the calendar year the same as vacation days.

- D. Floating Holiday days shall be used in the year earned. Any floating holiday days not used by the end of the calendar year shall be lost.

ARTICLE 18 - LEAVES

A. Leave of Absence

The City Manager may grant leaves of absence without pay to regular employees up to a maximum of thirty (30) working days in duration. Leave may be requested for any legitimate purpose, but such leave shall not be granted if detrimental to the best interests of the City in the judgment of the City Manager. Employees shall request a leave of absence in writing in advance of the date desired. No leave time will accrue during a leave of absence.

B. Sick Leave

Absence from duty because of inability to perform duties due to illness shall be known as sick leave. Sick leave shall be allowed only as provided in this section. Sick leave shall be granted by the City Manager, upon the recommendation of the Department Head, when in his opinion he feels that it is warranted, and subject to the following conditions:

1. A regular employee shall accrue sick leave at the rate of twelve (12) working days per year. Sick leave shall not accrue while an employee receives sick leave benefits. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion but shall be allowed only in cases of actual sickness or disability.
2. The minimum time allowed an employee for sick leave shall be one-half (1/2) day.
3. The amount of time to be allowed an employee for sick leave may, if not used during the year earned, be accumulated until a total of forty-three (43) days is reached and may be kept to his credit for future sick leave with pay. When an employee has accumulated forty-three (43) days of sick leave, all earned by unused leave thereafter accruing shall be paid for as of December 1st of each year at one-half (1/2) the employee's regular rate of pay.
4. Sick time will be allowed for pre-arranged doctor and dental appointments. Employer will have the right to documentation. A certificate from a physician or from a health department may be required as evidence of the illness before compensation for the period illness is allowed.
5. After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment therefore to the extent of the annual leave which the employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the employee must request and receive a Leave of Absence from the City Manager or may be subject to termination.

6. Sick leave will accrue for every month that an employee receives at least 80 hours of compensation from the City or worker's compensation. An employee will be considered to be compensated during time which he or she works and is paid regular wages, is taking a floating holiday, personal day, vacation time, or is on worker's compensation. During months for which employees receive less than 80 hours of pay, no sick leave will accrue. Sick leave shall not accrue while an employee receives sick leave benefits.
7. To receive sick leave, the employee shall communicate with his Foreman or Director immediately prior to the time set for beginning work. Failure to do so may be cause for denial of sick leave with pay. An employee requesting a sick day following time off for a holiday, vacation, floating holiday or personal day or on the third consecutive day of absence may be required to provide documentation of illness. Failure to do so may be cause for denial of sick leave with pay.
8. Recognized holidays falling within a period of authorized sick leave shall not be counted as sick leave days.
9. Sick leave may be allowed in case of illness or injury occurring during a vacation period. Evidence of such incapacity must be provided from the first day to the satisfaction of the Director and City Manager.
10. One hundred percent (100%) of accumulated sick leave will be paid off to the estate of an employee who dies while employed full-time or voluntarily resigns or retires with a minimum of two (2) weeks' notice. Any pay-out of accumulated sick leave will be calculated as the number of sick days times the rate earned, as recorded annually by the Treasurer.

C. Emergency Leave

1. In case of death or serious illness in his immediate family, a regular full-time employee may be granted a leave of absence with pay for a period not to exceed three (3) days. If additional time is required, it will be deducted from the annual leave credits or if no leave credits are available, the additional time will be considered as leave without pay.
2. Immediate family is defined as spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, or grandparents.
3. An employee will be permitted one day off for the funeral of an aunt or uncle or spouse's aunt or uncle.
4. An employee may be permitted three (3) days off under the emergency provisions when his wife is delivering a baby.

D. Injury Leave

1. Each regular full time, temporary or probationary employee who is unable to work, as the result of an injury incurred in the performance of his job shall receive pay during such disability as follows:
 - a. During the first seven (7) days, the City shall pay the employee his basic weekly wage.
 - b. After the first seven (7) days, an employee eligible for Workers' Compensation insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay the difference between the net weekly wage (wages due employee after deductions) based on a forty (40) hour work week and Worker's Compensation. Any such dual payments will not continue beyond eleven (11) weeks, or in the case of temporary employees, not longer than the term of his employment, but in no instance will payments exceed eleven (11) weeks.
 - c. If, upon expiration of the eleven (11) week period covered by a and b above, a regular full-time employee is unable to return to work, he may elect to use his accumulated sick leave to supplement his Worker's Compensation.
2. To become eligible for injury leave with pay, an employee must report his injury to his Director immediately and make himself available for first aid.

E. Personal Leave

1. Three (3) days with regular pay shall be granted to each employee per year for conducting personal business, provided the employee has received authorization at least one (1) full working day in advance from the Director.
2. Personal business days may not be taken to extend a vacation period.
3. Personal days not used during the year in which granted cannot be carried over to the next year unless granted otherwise by the City Manager.
4. Employees may request and be granted personal leave by phone or in person at any time prior to the employee's normal starting time.

ARTICLE 19 - JURY DUTY

Employees required to serve jury duty shall be granted their full pay. Any jury fees, less justifiable expenses, must be turned over to the City. Jurors, when not assigned to duty, must report to work for the remainder of the day. If Jury duty consumes ½ work day or more employees shall not be required to return to work.

ARTICLE 20 - INSURANCE

A. Life Insurance

The City shall make available a term life insurance program in the amount of one and one half (1 ½) times the annual salary to a maximum of \$70,000. Such policy shall provide coverage for Accidental Death and Dismemberment. The specific policy or certificate of benefits shall define exact coverage and eligibility requirements. The effective day of coverage for new hires is as follows:

| | | |
|-------------------|---|---|
| If hired between: | 1 st -15 th of month | Thirty (30) days after hire |
| | 16 th -31 st of month | 1 st day of the following month after hire |

B. Health Insurance

The City shall maintain hospitalization insurance for a union member and his or her family. A union member shall become eligible for this insurance coverage upon the first monthly enrollment as allowed by the carrier after the date of hire. The City shall provide the Platinum Simply Blue HRA PPO \$5000 health insurance plan with a 5-tier prescription drug coverage plan in Appendix A. The City shall provide self-insurance coverage for the deductible provisions of the plan. Effective January 1, 2019, the employee shall be responsible for the deductible amounts as shown below and the City will be responsible for the balance of the deductible.

| | |
|----------------------|---------------------------|
| Single Coverage: | Employee pays first \$300 |
| Two-person Coverage: | Employee pays first \$600 |
| Family Coverage: | Employee pays first \$900 |

1. The co-insurance, flat dollar co-pays and prescription co-pays shall be the responsibility of the employee. The Explanation of Benefits for this plan is attached hereto as Appendix A. The City may offer an HMO as an option to employees. The choice of the HMO shall be up to the City and may be changed by the City. Employees may change back coverage during open enrollment periods.
2. If any City bargaining unit enters into a collective bargaining agreement with different health insurance benefits than those contained in this Agreement, the parties agree to meet and negotiate regarding whether to adopt those benefits for members of this unit.
The parties acknowledge that they are subject to the Publicly Funded Health Insurance Contribution Act, MCL 15.561, *et seq.*, being Public Act 152 of 2011, and that the Employer has the right to make the elections described in that Act. It is agreed that the employees shall be required to make any contribution required by PA 152 through payroll deduction. However, it is further agreed that, should the City Commission elect to opt-out of the cost sharing provisions of PA 152, effective 7-1-15, employees will contribute an amount equal to 5% of the composite medical

insurance premium including projected reimbursement amounts through payroll deduction.

The employee contributions will be recalculated at the time of the insurance renewal date in January of each year.

3. The effective date of health insurance coverage for new hires begins with the month following the date of hire.
4. Upon retirement, employees hired prior to 7/1/2010 and their spouses at the time of retirement will receive the same health insurance coverage provided to employees as described in this Article from the date of retirement up to age 70 or until they become eligible for Medicare/Medicaid, whichever is sooner. At that time, the employer will provide a plan that supplements Medicare/Medicaid. The supplemental plan will be provided at no cost to retirees.

The employer's obligation to provide hospital insurance or the supplemental plan shall continue as long as the retiree or his/her spouse at the time of retirement receives a pension from the retirement system. In the event that health insurance carriers do not offer the same plan for retirees as active employees, the City shall not be restricted from changing insurance, provided that change is resolved according to the procedure described herein.

Employees hired after 7/1/2010 shall be provided a Retiree Health Savings Plan in lieu of employer provided health insurance. The employer will contribute 1% of base wages on behalf of each employee for each month in which the employee is compensated at least 120 hours. The employee will also contribute 1% of base wages into the RHSP, prorated monthly, through payroll deduction. Employee accounts will be invested in a qualified plan under the provisions of the Internal Revenue Service. Employees who retire or otherwise terminate employment with the City will be entitled to apply their contribution and their vested City contribution for qualified medical expenses including the cost of health insurance in accordance with IRS regulations. Employees will be vested in the City contributions under the plan according to the following schedule:

Two years of seniority: 25%
Four years of seniority: 50%
Six years of seniority: 100%

5. The terms and conditions of the insurance coverage are as set forth in the respective policies. A copy of each insurance policy or certificate of benefits will be provided each employee. Terms and conditions of the respective policies are controlling. Any dispute with an insurance company over coverage, etc. is not arbitrable.
6. Subject to the provisions above, in the event of a voluntary or involuntary termination or in the event of a layoff, the City's obligation to pay premiums for

health, dental, optical, life or disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination or layoff occurs. An employee may elect to continue health, dental or optical insurance consistent with the terms of the Federal COBRA law.

7. Any employee who chooses to waive City provided health insurance, as provided in this Article, and whose spouse or parent has coverage provided by another employer shall be paid three thousand Dollars (\$3,000) each year for every year that the employee waives City provided coverage. Payment of fifteen Hundred Dollars (\$1,500.00) shall be made semi-annually to each employee who has not taken any city provided health insurance for the previous six (6) months. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff or termination, shall be allowed to enroll in the City provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a City sponsored plan at the beginning of the next billing period. Employees who elect to waive their coverage may not re-enroll in the City provided health insurance plan for any other reason until the beginning of the City's open enrollment period, which will take place in approximately December of each year, for a policy renewal date in January. In the event that an employee re-enrolls for this reason, his payment shall be pro-rated according to the number of months he waived coverage in the six (6) month period. The City shall have no responsibility to counsel employees regarding the advisability of election of waiver of coverage. The opportunity to receive payment for waiver of coverage shall be limited to those employees who were either taking the City's insurance coverage on, or hired after, the effective date of this agreement.
8. The same provision for the election of the waiver of insurance shall be made available to retirees.
9. It is hereby agreed that the City retains the right to select alternative insurance plans provided:
 - a. These benefits are equivalent to or better.
 - b. That the Union is notified no less than ninety (90) calendar days in advance of the planned implementation and that a meeting be scheduled no less than sixty (60) calendar days prior to the planned implementation with representatives from the carriers involved.
 - c. In the event of a dispute over whether such plans provide substantially the same benefits, the parties shall agree to submit said dispute directly to an expedited arbitration process. Said arbitration shall be completed through

AAA the same as provided elsewhere in the Agreement except that the selection process, hearing and any brief requirements shall be completed no less than forty-five (45) days following submission if possible. The arbitrator shall rule on the case within fifteen (15) days of the hearing.

C. Dental Insurance

The City shall provide dental benefits for Public Services employees and his/her family at no cost to the employee as follows: Delta Dental or equal 80/20 co-payment plan of Type I, II and III up to one thousand dollars (\$1,000.00) per person per year and Type IV up to one thousand five hundred dollars (\$1,500.00) per lifetime. An employee shall become eligible for this insurance coverage upon completion of ninety (90) days of continuous service.

D. Long-Term Disability

The City shall provide a Long-Term Disability program of seventy (70%) percent of base pay up to a monthly maximum of Four Thousand Dollars (\$4,000). The specific policy or certificate of benefits shall define exact coverage's and eligibility requirements. The effective date of coverage is thirty (30) days after hire.

E. Co-op Optical

Optical Insurance – The City shall provide Co-op Optical Plan B insurance or comparable coverage for the employee, spouse, and dependent children. The specific policy or certificate of benefits shall define exact coverage's and eligibility requirements. The effective date of coverage is the next billing quarter after the date of hire.

ARTICLE 21 - RETIREMENT

A. The employer shall provide retirement pension benefits as provided in the rules and regulations of the Michigan Municipal Employees' Retirement System (MERS). The applicable plan is B-4 with benefit F55 to provide early retirement with fifteen (15) years of service without penalty. In addition, employees have benefit F-50 allowing retirement at age fifty (50) with twenty-five (25) years of service, without penalty. The Union and City mutually agree the M.E.R.S. defined benefit employee pension contributions changes to 6% of gross earnings. All employees under this Agreement hired prior to July 1, 2004 are entitled to and required to participate in this pension plan.

B. Retirement for full-time employees shall be governed by the Age Discrimination in Employment Act (ADEA).

All employees hired after July 1, 1998 will be provided with MERS Defined Contribution Plan within the same programs as non-union employees. Employees will make a contribution equal to 5% of their base wage into their Defined Contribution pension account with MERS. The City will make a contribution equal to 10% of an employee's

base wage into their Defined Contribution account. Employee payments will be deducted from their paychecks and submitted to their account by the City. Employee and City payments shall be made following each payroll period. Employees will have the responsibility to manage and control funds in their accounts subject to the provisions and regulations of MERS. The Employer hereby specifies the following employer contribution vesting schedule:

Year #3 – 50% vested
Year #4 – 75% vested
Year #5 – 100% vested

ARTICLE 22 - UNIFORMS

- A. On the first pay period each August, the City will issue a lump sum check in the amount of \$350.00 for mechanics and \$300.00 for all others toward the purchase of uniforms as necessary. It shall be the responsibility of the employee to maintain uniforms and keep them laundered. Uniform allowance shall be pro-rated for new employees.
- B. On the first pay period in August, the City will issue a check to each employee for an additional \$125.00 toward purchase of jackets.
- C. On the first pay period each March, the City will issue a check to each employee in the amount of \$250.00 toward the purchase of boots as necessary.
- D. The City will provide one raincoat, one pair of rubber boots and five shirts to new hires at no cost. Additional coats, boots and shirts are the responsibility of the employee. Twelve pair of gloves will be provided to employees annually in March.
- E. At the beginning of each shift, the foreman will advise employees whether they are required to wear hard-hats during the day. As a guideline, employees shall not be required to wear hard-hats while cutting grass, plowing snow, driving a vehicle or laying sod; however, they will be required to wear hard-hats while working underground, performing tree work or in any activity which MIOSHA/OSHA regulations require, or the City's insurance carrier recommends, wearing hard-hats.
- F. In the event an employee should report to work dressed in other than the Department approved uniform, the employee will be sent home to dress appropriately. An employee sent home will not be paid for the time absent from work.
- G. Time lost from work due to the violation of this Section will be deducted from the employee's accumulated leave time.

ARTICLE 23 - C.D.L. LICENSING

- A. All bargaining unit members must possess a valid C.D.L. License. The City will pay for the total cost of renewing the C.D.L license. Employees are responsible for renewing their license on their own, non-work time, and the City will not pay for such time.
- B. Effective July 1, 1992, all new hires are to show proof of successful completion of the written portion of the C.D.L. examination as a condition of employment.
- C. All new hires will be allowed sixty (60) days to obtain the C.D.L. License. Failure to obtain the license in the allotted period of time will result in immediate discharge.

ARTICLE 24 - WAGE RATES

| | Start | 1 Year | 2 Years | 3 Years |
|-------------------------|--------------|---------------|----------------|----------------|
| Public Service Operator | \$22.3465 | \$23.8050 | \$25.2635 | 26.7220 |
| Crew Leader* | -- | -- | -- | 30.9139 |
| Mechanic** | -- | -- | -- | 30.9139 |

Beginning July 1, 2022

| | Start | 1 Year | 2 Years | 3 Years |
|-------------------------|--------------|---------------|----------------|----------------|
| Public Service Operator | \$22.8493 | \$24.3406 | \$25.8319 | \$27.3232 |
| Crew Leader* | -- | -- | -- | \$31.6095 |
| Mechanic** | -- | -- | -- | \$31.6095 |

Beginning July 1, 2023

| | Start | 1 Year | 2 Years | 3 Years |
|-------------------------|--------------|---------------|----------------|----------------|
| Public Service Operator | \$23.3634 | \$24.8883 | \$26.4131 | \$27.9380 |
| Crew Leader* | -- | -- | -- | \$32.3207 |
| Mechanic** | -- | -- | -- | \$32.3207 |

* A S-2 license required (the S-2 stipend will not be added to the hourly rate)

** The following licenses are required for the Mechanic classification:

- Engine Repair
- Engine Tune-Up
- Front End, Suspension & Steering
- Brake & Brake Systems

S-3 stipend - \$.25/hour

S-2 stipend - \$.50/hour (the S-3 stipend will not be added to the S-2 stipend)

Mechanic stipend - \$.25/certification up to a maximum of 4 certifications

The City may place new employees in the classification commensurate with their skill level and experience.

ARTICLE 25 - BULLETIN BOARD SPACE

- A. The Employer agrees to provide bulletin board space on the bulletin board within the employee locker room, which may be used by the Union for the following notices:
- 1) Notices of Union meetings.
 - 2) Notices of Union elections and the results where they pertain to the local unit.
 - 3) Notices of Union recreational and social events.
 - 4) Other notices concerning Union affairs, which are not political or controversial in nature.
- B. It is agreed that all other notices prior to being posted shall be submitted to the Employer for approval.
- C. The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions nor shall such notice be derogatory or critical of the services, techniques or methods of the Employer.
- D. There shall be no solicitation or distribution of any kind by any person in work areas during work time.

ARTICLE 26 - SUPERVISORS WORKING

- A. Supervisors shall not perform duties normally assigned to employees within the bargaining unit except in the following instances:
- 1) In emergencies or where regular employees are not available.
 - 2) To instruct or train employees.
 - 3) To do experimental work on a new job.
 - 4) To fill personnel shortages caused by scheduled employees not reporting to work.

See memos dated January 3, 1994 and July 20, 2005.

Per tentative agreement of May 17, 2010

- 1) Current policies of supervisors performing union work will not change regardless of their status with the City.
- 2) Current working relationship with Parks Department will not change.

ARTICLE 27 - SAVING CLAUSE

- A. If any provision of this Agreement shall be found contrary to law or declared illegal or invalid by legislation, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; however, all remaining provisions shall continue in force and effect.
- B. In the event any provision is found illegal or invalid, the Employer and the Union will meet within twenty (20) working days to discuss the impact of that finding upon this contract.

**ARTICLE 28 -
CONTRACTUAL UNDERSTANDING**

- A. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. Nothing in the above paragraph shall be construed to limit the parties from mutually agreeing to discussion of any contract clauses.

ARTICLE 29 - LIGHT DUTY

Effective July 1, 1992, light duty may be offered to bargaining unit employees, at the City's discretion, as required by the American's with Disabilities Act.

**ARTICLE 30 -
TUITION REIMBURSEMENT POLICY**

College Tuition/Trade School

To encourage education and training, the City will reimburse employees for tuition, courses, books and related expenses up to \$600.00 per year. Reimbursement will follow documentation of coursework, expenses and passing grade.

ARTICLE 31 - TERM OF AGREEMENT

This Agreement will continue in full force and effect July 1, 2021 through 11:59 p.m. on June 30, 2024.

- A. If either party desires to terminate or modify this contract, it will give written notice of termination, not less than ninety (90) days prior to termination date. If neither party gives notice of termination or modification as hereafter provided, or if such party giving notice of termination or modification withdraws the notice prior to the termination date, this contract, including this Article, will continue in effect from year to year thereafter.

- B. If proper notice of modification has been given, negotiation will commence not less than sixty (60) days prior to termination. This contract will continue in full force and effect during the term of negotiations.
- C. Notice of termination or modification will be in writing and will be sufficient if delivered personally to the Union’s Chapter Chairperson’s residence address and to the City of Huntington Woods, 26815 Scotia Road, Huntington Woods, MI, 48070, or to any such address as the Union or City may direct to the other.
- D. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act shall be allowed to reject, modify or terminate this collective bargaining agreement as allowed in that Act.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of _____ A.D. 2021.

Huntington Woods Public Services
 Employee Union, American Federation of
 State, County and Municipal Employees
 Union, Local #574, AFL-CIO, MI Council 25

City of Huntington Woods, a
 Michigan Municipal Corporation

 Chairperson Local #574

 City Manager

 Steward Local #574

 Mayor

 Staff Representative
 MI AFSCME Council 25

 City Clerk