

**AGREEMENT BETWEEN THE  
CITY OF SAGINAW**



**AND THE  
SEIU LOCAL 517-M**

**PART – TIME EMPLOYEE  
BARGAINING UNIT**

Effective JULY 1, 2019 through June 30, 2022

## TABLE ON CONTENTS

Article		Page
1	Recognition .....	1
2	Union Rights.....	1
3	Management Rights.....	2
4	Dues and Deductions .....	3
5	Union Activities .....	4
6	Layoff and Recall .....	4
7	Seniority .....	5
8	Procedures for Filling Vacancies .....	6
9	Grievance Procedure .....	7
10	Hours of Work .....	9
11	Compensation and Benefits .....	9
12	Miscellaneous .....	13
13	Disciplinary Procedures .....	15
14	Duration and Agreement .....	17

## **Agreement**

THIS AGREEMENT, entered into this 1st day of July, **2019**, between the City of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" or "City" and Local 517-M of the Service Employees International Union, Part-time Employees, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

## **Preamble**

THIS AGREEMENT, entered into by the City and the Union has as its purpose the establishment of specified conditions of employment.

## **Article 1** **Recognition**

It is the purpose and intent of the Union and the Employer in entering into this agreement to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations between the City of Saginaw and its part-time employees for the efficient and continuous operation of the City of Saginaw.

## **Article 2** **Union Rights**

For the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work, and other terms and conditions of employment, the City recognizes the Union as the exclusive representative and agent for all part-time employees employed by the City of Saginaw, excluding full-time employees, supervisors, casual employees, agency seasonal and temporary employees as defined by the Act, as certified by Michigan Employment Relations Commission, (herein after referred to as M.E.R.C.).

The term "employee" as used in this Agreement shall mean any employee within the bargaining unit as described in the recognition article. The term "Employer" or "City" as used in this Agreement shall mean the City of Saginaw or its designated representative(s), including those specifically designated in this Agreement. The term "Union" as used in this Agreement shall mean Local 517-M, Service Employees International Union.

**Article 3**  
**Management Rights**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing. The right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, material, or methods of operation;
- B. To introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- C. To subcontract or purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location, and type of facilities and installations;
- E. To determine the size of the workforce and increase or decrease its size;
- F. To hire, assign, and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combined layoffs and reductions in the workweek or workday;
- G. To permit municipal employees not included in the bargaining unit to perform bargaining unit work only in emergency situations as defined by Management.
- H. To direct the workforce, assign work, and determine the number of employees assigned to operations;
- I. To establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classifications;
- J. To determine meal and rest periods, cleanup times, the starting and quitting time, and the number of hours to be worked;

- K. To establish work schedules;
- L. To discipline and discharge employees for just cause;
- M. To adopt, revise, and enforce work rules and carry out cost and general improvement programs;
- N. To transfer, promote, and demote employees from one classification or shift to another;
- O. To select employees for promotion or transfer to other positions and to determine the qualifications and competency of employees to perform available work.

#### **Article 4** **Dues and Deductions**

The Employer and Union recognize that pursuant to the Michigan Right to Work Law, PA 349, employees are not required as a condition of employment to become a member, or to maintain membership in the Union; or to pay Union dues or a voluntary representation fee. However, an employee may voluntarily become a member or continue membership in the union, and may voluntarily pay Union dues or a voluntary representation fee.

Employees' choosing to resign their membership with the Union must put their request in writing and submit it to the Union using Certified Mail. A copy of the resignation letter must also be sent to the Human Resources Department at City Hall.

During the term of this Agreement, for those employees who properly execute payroll deduction authorization cards that are delivered to the Office of Human Resources, the Employer will deduct from their pay each pay period Union dues or voluntary representation fee as designated to the Office of Human Resources by the secretary of the Union. The Employer agrees that it shall promptly remit any and all amounts so deducted to the secretary of the Union.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this article.

In the event that the Michigan right to Work Act is repealed or rendered unenforceable by a final court decision, Section 12.6 shall take effect.

**Article 5**  
**Union Activities**

**Section 5.1 Grievance and Bargaining Committee Defined**

All employees covered by this Agreement shall be represented by a Chief Steward plus one steward per classification who shall be elected by and be members of the bargaining unit. Stewards shall have alternates as determined by the Union. The Union retains the right to choose the location of the stewards.

All employees covered by this Agreement shall be represented by three (3) bargaining unit representatives for the purpose of collective bargaining. Such Bargaining Representatives shall be elected by and be members of the bargaining unit.

The Union shall advise the Employer in writing of the names and telephone numbers of the Stewards and alternates as well as the Bargaining Representatives upon their appointment/election to office.

The Chief Steward, Steward/alternate, and Bargaining Representatives shall be allowed necessary time for processing grievances and negotiating during regular working hours, without loss of pay, provided such time has been approved in advance by the Employer. The advance approval will not be unreasonably withheld. The Employer shall inform the Union as far in advance as is practical as to the date and time of any step of the grievance procedure. After the first step, the Union shall, as far in advance as practical, inform the Employer as to the Union representatives, grievant and employee witnesses which the Union is requesting to attend the grievance hearing. In no event shall the combined number of employees to be paid for bargaining or to process grievances exceed four (4).

**Section 5.2 Union Officer Participation**

Executive officers of the International Union and/or State Council and/or other representatives, duly authorized to represent the Union, and/or the president of the Local Union, shall be permitted to participate in any negotiations, grievance meetings, or other discussions between the Union and the Employer.

**Article 6**  
**Layoff and Recall**

**Section 6.1** Layoffs and recalls shall be based on bargaining unit seniority within that classification.

**Section 6.2** Recognizing that there are no bumping rights for bargaining unit employees, the City shall make concerted attempts to place laid off employees in other part-time bargaining unit positions within the City of Saginaw provided said employees can perform the available work without additional training and certifications. Such placement will be in accordance with bargaining unit seniority within classification and work eligibility.

**Section 6.3** Upon recall, employees will be returned to their classification in the reverse order of the manner in which they are laid off.

**Section 6.4** The Chief Steward shall be placed at the top of the seniority list during the terms of their office for layoff and recall purposes only. In the event layoffs extend to their positions, they shall be laid off in accordance with their respective bargaining unit offices as determined by the Union and in accordance with the needs of the City of Saginaw.

**Section 6.5** The union shall be notified of the number of employees to be laid off as soon as practically possible but no less than seven (7) days before the effective date of layoff.

**Section 6.6** Employees shall retain their right to recall for a period of twenty-four (24) months following the date of layoff. There shall be no accrual of seniority or other benefits while on layoff.

**Section 6.7** Employees may only be recalled to a classification from which they were laid off.

**Section 6.8** Layoff Benefits

The City of Saginaw shall remain a subject employer under the Michigan Employment Security Commission rules and regulations unless otherwise negotiated with the Union or unless otherwise required by statute.

**Article 7**  
**Seniority**

Employees shall acquire bargaining unit seniority as of their original date of hire into a position covered by this agreement. Classification seniority shall accrue from the date of hire into a specific classification and shall be subordinate to bargaining unit seniority in instances of layoff and recall.

The Union shall be notified of employees hired into bargaining unit positions.

An employee's seniority shall be considered continuous except when they voluntarily resign, are discharged for cause, laid off, or absent from work as scheduled for three (3) consecutive days without notice to the Employer.

Bargaining unit seniority shall be the length of employment within the bargaining unit commencing with the original date of hire, less any time spent in a position outside of the bargaining unit.

Seniority does not accrue during approved leaves of absence in excess of thirty (30) days.

A probationary period for new hires shall be a six (6) month period. The City shall notify the Union when an employee has completed their probationary period.

## **Article 8** **Procedures for Filling Vacancies**

**Section 8.1** In filling vacancies within the bargaining unit the employer shall have sole discretion in determining if applicants meet the qualifications for the job and in selecting the qualified applicant to fill the vacant position. If no present employees within the bargaining unit are deemed qualified, then an outside applicant may be appointed to the position.

**Section 8.2** Bargaining unit members shall be given first consideration for job openings within the part-time bargaining unit.

**Section 8.3** Prior to hiring new employees into the bargaining unit, current bargaining unit members who have completed 90 days of employment, are available to work and who are qualified will be provided the opportunity, as determined by Management, to fill the position.

**Section 8.4** All position vacancies within the bargaining unit will be posted first to bargaining unit employees for fourteen (14) calendar days. All job openings shall be posted on union bulletin boards at least fourteen (14) calendar days in advance of the last day for filing applications.

**Section 8.5** Any bargaining unit member who wishes to apply for a job shall submit a City of Saginaw application to Human Resources within the specified time period.

**Section 8.6** The employer shall establish the qualifications for any and all positions.



**Section 8.7** After the SEIU Hourly and Salaried contract obligations, bargaining unit members that have completed 90 days of employment, will be given first opportunity to fill full-time vacancies within the SEIU Salaried and Hourly bargaining units.

Bargaining unit members may apply for full-time SEIU Hourly and Salaried vacancies during the initial fourteen (14) day posting period.

If there are less than two (2) qualified bargaining unit applicants, Management may fill the vacancy without contractual restrictions.

**Section 8.8** It is not the intent of these sections to invalidate or infringe upon any existing provisions of any other bargaining unit.

## **Article 9** **Grievance Procedure**

**Section 9.1** The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. A "grievance" shall mean a specific charge by an employee or group of employees, based upon an event, condition, or circumstances under which an employee works, that a provision of this Agreement has been violated or misinterpreted.

### **Section 9.2** Presentation of Grievance

Step 1. In the event an employee has a grievance, they and/or the Union representative shall present the grievance to the Department and Division Head in writing, within seven (7) calendar days after the event giving rise to the grievance or within seven (7) calendar days after he/she should have reasonably become aware of it. In no case shall the time exceed thirty (30) days from the date of occurrence of the event. The grievance shall be on forms supplied by the employer. The Department and Division Head will meet with the grievant and their representative and make every effort to resolve the grievance immediately, but must provide an answer within seven (7) calendar days following the presentation by the grievant and/or Union representative.

The employer shall have the right to return a grievance to the aggrieved in the event it does not contain any of the following: (1) event, condition, or circumstances giving rise to the grievance; (2) the provision(s) of the Agreement allegedly violated or misinterpreted; (3) the relief requested; (4) the signature of the employee. The employee shall then have seven (7) calendar days within which to resubmit the corrected grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance may be presented in writing to the City Manager or their designated representative within seven (7) calendar days of the Department and Division Head's response in Step 1. Within

seven (7) calendar days after the receipt of the grievance, the City Manager or designated representative shall meet with the aggrieved and/or Union representative. The City Manager or designated representative shall give their written answer within seven (7) calendar days following that meeting.

Step 3. If the grievance is not resolved at Step 2 and the Union desires to request a Mediation hearing, they must notify MERC, and the City in writing, of their desire for a mediation hearing within forty (40) working days from the date they receive the Step 2 response from the City. In the event no request is made by the Union within the specified time period, the Step 2 response from the City will be considered final.

Once requested by the Union, the Mediator will notify the Union and the City of availability dates for a hearing. The Union and the City will mutually agree on a date that is acceptable for both parties.

During a mediation hearing, the Mediator will be allowed up to four (4) hours to work with both parties to reach a mutually acceptable settlement.

In the event the parties do not reach a settlement through mediation, either party may file a written request to the other party to refer the grievance to binding arbitration. Such written request shall be submitted to the other party within seven (7) calendar days from the date of the scheduled mediation. Failure to timely send such written request for binding arbitration shall result in the waiver/dismissal of the subject grievance.

Both the Union and the City agree that all grievances shall be processed as expeditiously as possible as outlined above. These time limits have been set as a guide and if additional time is needed it is expected that both parties will agree to any request for an extension of time for good cause, provided the requested extension is for a reasonable length of time. Such extensions shall be in writing and shall be for a specified period of time.

Grievance meetings between the Union and the Employer shall be conducted in a private location and shall include only those persons involved in the dispute and/or those persons provided for herein.

Grievance meetings as provided in Step 1 and 2 shall normally be scheduled to commence between the hours of 8:00 a.m. and 3:30 p.m.

Nothing herein shall prevent an employee from being represented by his/her Union steward at any step of the grievance procedure.

**Article 10**  
**Hours of Work**

Normal hours of work per week may be up to twenty-eight (28) hours dependent on the needs of each department.

The work hours of each employee from the bargaining unit shall not exceed 1456 hours during each fiscal year ending on June 30.

**Section 10.1 Work Schedules** Management in all Divisions/Departments of the City shall determine of work schedules.

**Article 11**  
**Compensation and Benefits**

**Section 11.1 Wages**

Employees covered by this Agreement shall be compensated according to the following schedule unless otherwise determined by minimum wage laws:

<u>Part-time classifications:</u>	<u>Wages</u>
Clerical	\$9.45
Laborer	\$9.45
Skilled Clerical	\$11.00
Skilled Laborer	\$11.00
Skilled Laborer II	\$13.00

All Employees shall be paid biweekly through direct deposit.

An annual adjustment of .50 cents will be effective each fiscal year on July 1 for the term of this agreement.

A one time, one (1) % bonus will be paid to all employees as a result of signing a tentative agreement on or before May 31, 2019.

Employees of this bargaining unit are not entitled to any other benefits, except as specifically provided for herein.

**Section 11.2 Personal Time Off (PTO)**

All bargaining unit members shall accrue personal leave time at 8 PTO days per year. Accruals are calculated at 5.6 hours for each day accrued. It is the intent of personal leave time to accumulate in a bank for use if, an employee becomes ill and cannot work or for their own personal use.

- A. Personal Time Off Requests: Personal time off requests for non-illness of more than one day must be made two weeks prior to the planned time off. Requests for one day or less must be made at least 24 hours in advance. Prior approvals will be waived in cases of an emergency.
- B. Personal Time Off for Illness: Employees will notify their supervisor or other designated person in their department of their inability to work due to illness or other medical reason before their normal starting time for work. Such reporting of inability to work shall be made each day during the employee's illness, except when the employee is under the care of a medical facility and the reporting requirement, has been waived by the department head Unless the supervisor has been properly notified, no personal time off will be approved.
- C. Illness While at Work: When an employee becomes ill at work and does not feel able to complete the workday, the employee shall report to the immediate supervisor.
- D. Return to Work from Illness: An employee absent for five or more working days, due to illness, shall present an authorization to return to work form issued by the City or designated facility before returning to work. No return to work for illness shall be allowed without the proper authorization.
- E. Payment for PTO - All employees shall be paid at their current regular rate of their designated class for PTO time used. Each PTO day paid will equal no more than the employees normal scheduled work day.
- F. Payment for Unused Annual Leave An employee who is eligible to use annual leave and is separated from employment shall be entitled to receive pay for any unused portion of accumulated vacation leave up to twice the annual accrual. Payment shall be made at the rate the employee is earning in their designated classification at the time of severance.

### **Section 11.3 Docked Time (D-Days)**

Employees will be eligible to accrue one (1) docked day (D-day) per calendar year quarter. Time off requests for D-days will be the same as PTO requests.

#### **Section 11.4 Pregnancy Leave**

Employees, who have completed one (1) year of service who become pregnant and are physically unable to work in their regular classification as a result of their being pregnant, shall be allowed non paid pregnancy leave until such time as they are physically able to perform their job duties.

#### **Section 11.5 Bereavement Leave**

In the case of the death of a member of the immediate family of an employee, the employee shall be granted paid leave of absence to attend the funeral and to attend to the administrative details for the work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days.

"Immediate family" is defined as the employee's spouse, child, brother, sister, parents, parent-in-law, grandparents, Son-in-law, Daughter-in-law, stepparent, stepchild, stepbrother, stepsister, stepparent-in-law, grandchildren, or a relative residing in the same household.

Additional unpaid time off may be granted if requested.

#### **Section 11.6 Holidays**

Employee shall be paid their normal hourly rate for each holiday and each holiday is paid out a 5.6 hours per day unless an employee works less than 28 hours per week. Employees working less than 28 hours per week will have the daily payout prorated (hours per week worked divided by five). If 5.6 hours is less than the normal scheduled hours worked for an employee, they may make up the difference on another day in that work week.

New Years Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Eve  
Employees Birthday

### **Section 11.7 Jury Duty**

An employee who is summoned and reports for jury duty, shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that day, and the daily jury duty fee paid by the courts for each day on which the employee reports for, or performs jury duty, and on which they otherwise would have been scheduled to work for the employer.

Michigan Public Act 234 of 1982 specifies that an employee serving on jury duty is not required to work any number of hours during a day which, if added to the number of hours spent on jury duty, exceed the number of hours normally/customarily worked or extends beyond the normal/customary quitting time of the employee's assigned schedule, unless voluntarily agreed to by the employee.

It shall be the responsibility of an employee called for jury duty to promptly notify his/her immediate supervisor and provide a copy of the court summons so that arrangements may be made in advance for the employee's absence from the job.

### **Section 11.8 Military Leave**

Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement to employment as required by applicable provisions of Act 263, Public Acts of 1951.

Any employee granted such a leave of absence for "Military Duty" as defined in Act 263 of Public Acts of 1951, shall be reinstated to their position when they have been discharged or separated from service, providing:

The employee makes application for reinstatement within 90 days after release from military duty or from hospitalization continuing after discharge for a period of not more than one year.

The employee is discharged under honorable conditions and establishes this fact to the satisfaction of the employer.

The employee is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater seniority.

### **Section 11.9 Overtime**

Employees will be compensated at the rate of time and one-half their regular hourly rate for all hours worked over forty hours per week.

The City will not force or require an employee to work more than 16 hours in any 24-hour period beginning with his/her start of work.

**Section 11.10 Call-in Pay**

When an employee is called in and reports for work outside of his/her scheduled shift, he/she shall be paid one (1) hour plus time worked at his/her applicable rate. When said employee works less than an hour, the employee shall be paid a minimum of two (2) hours pay.

When an employee is called in and reports for work and said work is six (6) hours or more, he/she shall not receive the additional one (1) hour pay.

**Section 11.11 Out of Class Assignments**

In the event it becomes necessary to assign bargaining unit work, which is allocated to a higher pay range, such employee will be paid at the lowest rate of pay in the newly assigned classification.

**Article 12**  
**Miscellaneous**

**Section 12.1 Safety Equipment and Uniforms** The Employer shall make proper provisions for the work related safety and health of all employees. The Employer will furnish protective eye wear, canvas gloves, rubber gloves, coveralls, smocks and T-shirts as provided to employees when required. The Employer will furnish employees working out of doors on a regular basis during the winter season, one pair of winter gloves and one pair of winter boots that fit over their shoes. These items will be replaced by the Employer, when such item no longer fit or are worn where as can no longer be presentable for wear. This equipment, if and when supplied, must be used by the employee and remains the property of the City through the life of said equipment.

**Safety Meeting** There shall be periodic safety meetings held on a Department or City wide level. **One (1) Union representative from this Part Time Collective Bargaining Unit will be invited to attend.** The purpose of such meetings shall be to promote on-the-job safety and to discuss existing safety hazards and make recommendations for improving such conditions.

**Section 12.2 Bulletin Boards** Bulletin boards shall be erected in all divisions for the use of the employees. Bulletin boards shall be used for posting notices of bona fide Union activities only. In no case shall commercial advertising, partisan political, obscene or scurrilous printed or written matter be placed on any bulletin board.

### **Section 12.3 Break Periods**

An employee scheduled to work four (4) hours shall be entitled to a rest period of 15 minutes after two hours worked.

An employee scheduled to work six (6) hours shall be entitled to a rest period of fifteen (15) minutes and at minimum an unpaid lunch period of thirty - 30 minutes.

An employee scheduled to work eight (8) hours shall be entitled to two (2) rest periods of fifteen (15) minutes and an unpaid lunch period of no more than sixty - 60 minutes.

Management retains the right to determine whether a thirty -30 or sixty -60 minute unpaid lunch period will be taken. Break periods shall be scheduled at the discretion of the employer per the above schedule and as work load allows.

### **Section 12.4 No Strike Clause**

The Union, its officers, agents and members agree that the Union will not countenance or condone any strikes, sit-downs, slow-downs, stoppage of work or any acts of any nature that tend to interfere with any of the services of the City of Saginaw, and the Union will use all available means at its disposal to prevent same during the life of this Agreement.

Violation of this Article by any employee or group of employees shall constitute just cause for discharge and/or the imposition of discipline or penalties.

Employees shall not be required to cross a picket line where their safety is clearly in danger.

### **Section 12.5 Political Check-Off**

The City hereby agrees to honor contribution deduction authorizations from employees who are members of the Union in the following form: "I hereby authorize the City to deduct from my pay the sum of one (1) cent per hour per paycheck and to forward that amount to the Financial Secretary of the Union. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Local 517-M Political Committee are not conditions of membership in the Union or of employment with the City and that the Local 517-M Political Committee will use the money it receives to make political expenditures in connection with federal, state, and local elections."

The form must be signed by the employee as his/her authorization to check-off.



### **Section 12.6 Effect of Legislation**

If any law now existing or hereafter enacted or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion.

### **Section 12.7 457 Plan**

Employees will be allowed to participate in the City's deferred compensation program(s), to the extent allowed by law and within the constraints established by the selected program. Such participation shall be strictly voluntary.

## **Article 13 Disciplinary Procedures**

### **Section 13.1 Types of Disciplinary Action**

It is recognized, by both, the City and the Union that all matters regarding disciplinary action must take into account not only the seriousness and number of offenses but the employee's past record of performance and the circumstances under which the offense was committed. Disciplinary action may take any one or more of the following forms:

- A. Warnings - This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violations of a minor nature. Such warnings will be given privately with only those persons involved present.
- B. Written Reprimand - This form of disciplinary action may be used for the same reasons as those stated for warnings. Normally written reprimands will be issued in those instances where a repetition of the violation will be considered serious.
- C. Demotions - This form of disciplinary action may be used when the employee does not give satisfactory service in the position he/she holds but gives evidence of ability to perform the work and responsibilities of a lower classification.
- D. Suspensions - A temporary separation, normally 30 days or less, for disciplinary purposes where the violation is serious in nature but not sufficiently grave for dismissal.
- E. Dismissals - A discharge or permanent separation for disciplinary purposes where the violation is of a serious nature.

## **Section 13.2 Types of Serious Violations**

Violations of a serious nature shall include but are not limited to the following:

- A. Conviction of a felony.
- B. Reporting for work under the influence of alcohol or drugs.
- C. Offensiveness in conduct or language in public or toward the public, supervisors, or other employees.
- D. Falsification of personnel and/or work records.
- E. Failure to obey any proper directive made or given by a superior officer.
- F. Willful destruction of City property.
- G. Use of political influence in attempting to secure a promotion, leave of absence, transfer or preferential work assignment.
- H. Acceptance of personal gifts or other valuables in connection with work performed on City time.
- I. Abuse of sick leave or injury leave.
- J. Use of alcohol or unlawful use of drugs during a work shift.
- K. Violation of safety regulations.

All discipline of Part-time employees shall be issued within sixty **-60 days** of the date of the incident or Management's knowledge of the incident. The parties may mutually agree in writing to extend the time up to no more than an thirty (30) calendar days.

### **Disciplinary Records**

Records of all disciplinary actions shall be maintained as follows:  
Warnings shall be issued in writing and shall contain the date, brief description of the violation, and the signatures of the foreman or the supervisor and the employee. All warnings issued shall remain in effect for a period of 12 months unless the employee receives more than one warning for the same violation, in which case all such reports shall remain in effect for a period of 12 months from the date of issue of the last warning.

All disciplinary action, other than warnings, shall be issued in writing by the department head with copies going to the employee, Union and the Personnel Administrator. Letters of reprimand and suspension shall remain in effect for a period of 24 months unless the employee commits a similar offense, in which case all such similar actions shall remain in effect for a period of 24 months from the date of the last issuance.

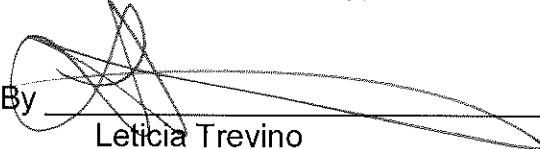
However, letters, demotions and suspensions shall be subject to review by the City upon request of the Union after a period of 12 months.

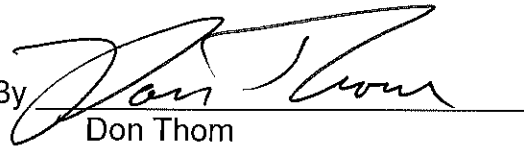
**Article 14**  
**Duration and Agreement**

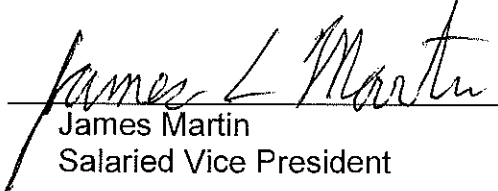
This Agreement shall continue in full force and effect for the period from date of July 1, 2019, to June 30, 2022, and thereafter until amended or modified as provided herein. Either party hereto may on or after April 30, 2022, serve a notice in writing upon the other party of its desire to amend or terminate this Agreement effective June 30, 2022. In such event, the parties, and/or their representatives shall commence negotiations immediately for a succeeding agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands this 4 day of Nov, 2019.

LOCAL 517-M SERVICE EMPLOYEES  
INTERNATIONAL UNION

By   
Leticia Trevino  
President

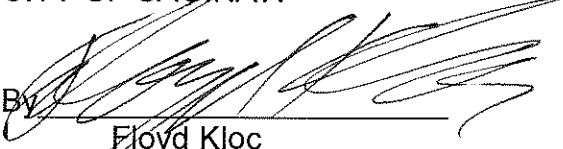
By   
Don Thom  
Hourly Vice President


By   
James Martin  
Salaried Vice President

By  -  
Rose Coleman  
Bargaining Team Member

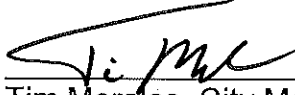
By  -  
Heather Howe  
Bargaining Team Member

CITY OF SAGINAW

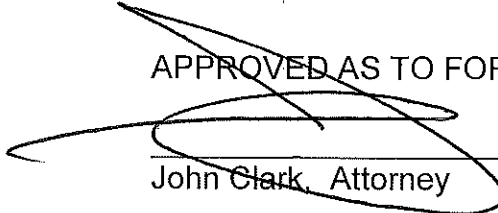
By   
Floyd Kloc  
Mayor

Attest:   
Janet Santos  
City Clerk

APPROVED AS TO SUBSTANCE

  
Tim Morales, City Manager

APPROVED AS TO FORM:

  
John Clark, Attorney



