



**PROFESSIONAL, ADMINISTRATIVE,  
CONFIDENTIAL AND TECHNICAL  
(PACT) EMPLOYEE  
BENEFITS AND PERSONNEL POLICIES**

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## PURPOSE AND INTENT

1  
2  
3 The City of Mt. Pleasant is a forward-thinking organization, which, in adopting a culture  
4 of organizational development, seeks to continuously improve its work processes through the  
5 use of team concepts.  
6

7 The Employees and Employer, as equal partners in this effort, are committed to  
8 forming a strong, amicable working relationship, based on the principles of organizational  
9 development. We are dedicated to combining the most creative efforts to all team members  
10 to assure the long-term health of the organization, service excellence for Mt. Pleasant's  
11 citizen, the betterment of the community, and a beneficial working climate for all employees.  
12

13 The following is a compilation of Human Resource policies and fringe benefits  
14 applicable to Professional, Administrative, Confidential and Technical (PACT) employees of  
15 the City of Mt. Pleasant. Primary emphasis of this document is the enumeration of benefits  
16 that when combined with salaries or wages, constitute compensation packages for these  
17 employees.  
18

19 This document, when coordinated with other City policies outlines the guidelines under  
20 which PACT employees will operate and basic employee policies significant to the positions  
21 considered herein. A job description outlining the duties and responsibilities of the job is  
22 available for all PACT job classifications in the Human Resources Department.  
23

24 Please note that all employees covered by these employee policies serve at the  
25 appointment of the City Manager or the City Commission and at the discretion of the City  
26 Commission or City Manager. Accordingly, employees are not employed for any definite  
27 period of time and employment can be terminated by either the City or the employee at any  
28 time regardless of reason, and the basis of employment (and any other Human Resource  
29 matters) cannot be changed or altered in any way, except in writing signed by the City  
30 Manager, enacted by the City Commission or executed in writing by the Human Resources  
31 Director on behalf of the City Manager or City Commission.  
32

33 The employees affected by the policies contained in this document are as follows:  
34

- 35 • appointees of the City Manager or City Commission
- 36 • professional and computer employees
- 37 • administrative employees
- 38 • confidential employees
- 39 • technical and computer employees  
40

41 The employees covered herein may be either exempt or non-exempt employees as  
42 defined by the Fair Labor Standards Act, (FLSA) in accordance with individual job duties and  
43 job descriptions.  
44  
45

1 **Article I. FAIR LABOR STANDARDS ACT (FLSA) REQUIREMENTS**

2  
3 **Section 1.01 Salary Status According to the FLSA**

4  
5 (a) Exempt Employees According to FLSA

6  
7 The FLSA lists certain criteria that identify those employees who are exempt  
8 from coverage under certain provisions of the Act. Among the qualifiers for  
9 exempt employees are: salary levels, discretion and independent judgment;  
10 hiring, training and supervision of other employees; control of machinery,  
11 supplies, tools and materials, appraising productivity and impact on  
12 management policies or general business operations.

13  
14 Division Directors and Department Heads are defined as exempt employees. In  
15 addition, supervisory personnel who fit the definition of executive, administrative  
16 or professional employees according to FLSA are exempt.

17  
18 (b) Non-Exempt Employees According to FLSA

19  
20 Non-exempt employees are those employees covered by FLSA rules and shall  
21 generally include all non-supervisory staff members covered by these policies.

22  
23 **Section 1.02 Classification**

24  
25 (a) Executive, Administrative, Professional and Computer  
26 Employees

27  
28 Executive, Administrative, Professional and Computer employees are those  
29 salaried employees who, by virtue of their job duties, have substantial  
30 responsibility for the management of a division or a department within the City  
31 structure.

32  
33 Generally, aligned within the “executive” criteria under the FLSA test, Division  
34 Directors and Department Heads are considered Administrative and possess  
35 overall responsibility for development and execution of City and department  
36 policies; regularly exercise discretionary authority and have primary  
37 responsibility for budgets, hiring, termination and evaluation of other  
38 employees.

39  
40 Professional employees under the City's classification system meet the criteria  
41 for salaried professionals or administrators according to FLSA standards.  
42 These employees possess substantial influence on the selection and evaluation  
43 of employees and possess the ability to assume the day-to-day responsibilities  
44 of a Department Head. Professional employees exercise independent and  
45 discretionary judgment on a wide field of operations and have substantial  
46 influence on the development and execution of departmental budgets and  
47 policies.

1 (b) Confidential Employees  
2

3 Confidential personnel have unrestricted access to confidential City files and  
4 confidential Human Resource files. These employees are charged with  
5 maintenance of those records as outlined by the job description and possess  
6 knowledge pertinent to labor relations and other City negotiations. Generally,  
7 confidential employees directly assist those individuals employed in the top  
8 administrative capacities.  
9

10 (c) Technical Employees  
11

12 These employees staff occupations requiring advanced knowledge in a field of  
13 science or learning and perform production-oriented tasks related to those  
14 skills. Technical employees have specific and specialized training and may  
15 carry a recognized certification or degree. Project-oriented, technical  
16 employees exercise discretionary and independent judgment in a defined field  
17 of operation.  
18

19 **Article II. RESIDENCY REQUIREMENTS**  
20

21 The City of Mt. Pleasant will comply with all State residency requirements as  
22 directed by law. The City will require emergency response personnel to reside  
23 no farther than 30 minutes from their worksite, unless otherwise approved by  
24 the City Manager.  
25

26 **Article III. FRINGE BENEFITS**  
27

28 A Part-time employee is defined as an employee who is regularly scheduled to  
29 work twenty (20) or more hours per week but less than forty (40) hours per  
30 week.

31 Part-time employees shall be entitled to vacation, sick leave, holiday pay,  
32 funeral leave, PACT and City wellness benefits, and the deferred compensation  
33 and flexible spending programs. Vacation and sick leave accruals (maximum  
34 accumulations and payout) will be pro-rated based on the average number of  
35 straight-time hours worked in each month, relative to the accrual (maximum  
36 accumulation and payout) rate of a full-time employee with a like date of original  
37 hire and continuous employment. In an emergency, the City Manager may  
38 grant additional leave without pay.

39 **Section 3.01 Annual Vacation Leave**  
40

41 Unless otherwise specified, each full-time and part-time employee will accrue  
42 annual vacation leave from the date of employment as described below.

1 Leave accumulates each month in which the full-time employee is on payroll  
2 fifteen (15) days, or more than 120 hours per month from the date of  
3 employment.  
4

5 Part-time employees will accrue leave for months, in which the employee is on  
6 the payroll fifteen (15) days, or 80 hours per month from the date of  
7 employment.  
8

9 An eligible employee may take vacation leave in no less than half (1/2) day  
10 increments.  
11

<u>Years of Employment</u>	<u>Full-Time Vacation Earned</u>
1 year through 6	80 hours
7 years through 12	120 hours
13 years through 20	160 hours
21 years and more	200 hours

18  
19 The maximum amount of unused vacation leave, which may be accumulated in  
20 a calendar year and carried into the following calendar year, is 280 hours for  
21 full-time employees.  
22

23 Upon voluntary termination of employment for other than a leave of absence, an  
24 employee will be paid for unused vacation leave earned up to the time of  
25 termination, provided that two (2) weeks prior written notice of the separation is  
26 given. Upon retirement, the Retirement Notification section of this document  
27 must be satisfied to receive payment for unused vacation leave.  
28

29 All employees covered by these policies who have unused vacation days at  
30 year end may receive payment for a maximum of 80 hours for a full-time  
31 employee in any given year in the month of December provided:  
32

- 33 (1) At least 80 hours for a full-time employee of vacation leave has been  
34 used in the current year.
- 35
- 36 (2) Payment was assumed and budgeted for.
- 37
- 38 (3) The sell back of vacation time is approved by the appropriate supervisor.  
39

40 Refer to Section 3.06 (b) Health Care Savings Program for payment options.  
41

42 Employees are asked to notify their supervisor of proposed vacation leave as  
43 far in advance as possible.  
44

45 At hire, an employee with significant years of service and experience in a job  
46 classification substantially equivalent to that of the City's position may be  
47 granted additional vacation time. The Division Director may offer vacation leave

1 equal to but not to exceed 120 hours for a full-time employee.  
2

3 **Section 3.02 Sick Leave**  
4

5 Full-time employees will accumulate 8 hours of sick leave with pay for each  
6 month in which an employee is on payroll 120 hours per month from the date of  
7 employment. Part-time employees will accrue one half (1/2) day of sick leave  
8 with pay for each month in which the employee is on the payroll fifteen (15)  
9 days, or more than 80 hours per month from the date of employment.  
10

11 All employees may use sick leave in hourly increments with each fraction of an  
12 hour charged as a full hour.  
13

14 Leave may be used in hourly increments for the following purposes:  
15

- 16 (1) Personal illness.  
17  
18 (2) Extension of Worker's Compensation benefits for job-related illness or  
19 injury.  
20  
21 (3) Illness or medical appointments for the employee's immediate household  
22 and/or family, subject to approval of the appropriate Division Director or  
23 Department Head.  
24 • Immediate family shall be defined as spouse, child, parent, parent of  
25 a current spouse, sister, brother, grandparent or any step-family  
26 member in any of the categories identified previously.  
27  
28 (4) In hourly units of one (1) hour or more for the purpose of medical  
29 appointments with any fraction of an hour to be charged as a full hour.  
30

31 An employee who is ill and notifies his/her supervisor prior to or within a  
32 reasonable time following his/her normal starting time will be granted sick leave.  
33

34 The maximum accumulation of sick leave is 200 days or 1,600 hours for full-  
35 time employees. Fifty percent of the value of all sick leave hours in excess of  
36 1,600 at December 31 will be contributed to the employee's Health Care  
37 Savings Account during January of the following year.  
38

39 Upon retirement (refer to the Retirement Notification section of this document),  
40 the employee is entitled to payment of one-half (1/2) of the accumulated sick  
41 leave up to a maximum of 800 hours for full-time employees, computed at the  
42 employee's rate of pay at the time employment ceases. In the event of death,  
43 the employee's estate shall be compensated for one-half (1/2) the employee's  
44 accumulated sick leave up to a maximum of 800 hours for full-time employees.  
45 Payment shall be based upon the employee's rate of pay at the time  
46 employment ceased.

1 **Section 3.03 Personal Leave**

2  
3 On January 1, each full-time employee shall be credited with 32 hours of  
4 personal leave. Such Leave may be used for personal business in multiple  
5 units of one (1) hour. All employees who begin employment with the City after  
6 January 1 shall be credited with prorated personal leave hours as follows:  
7

8 <u>Days of Service</u>	9 <u>Full-time</u>
10 270	32 hours
11 204 - 269	24 hours
12 136 - 203	16 hours
13 68 - 136	8 hours

14  
15 Such leave may not be accumulated, carried over past December 31 of each  
16 year or paid for upon termination of employment. Personal leave must be  
17 approved in advance by the Division Director or Department Head.  
18

19 **Section 3.04 Holidays**

20  
21 The following days shall be considered paid holidays for time that would  
22 otherwise have been worked.  
23

- 24 (1) New Year's Day
- 25 (2) Memorial Day
- 26 (3) Fourth of July
- 27 (4) Labor Day
- 28 (5) Thanksgiving Day
- 29 (6) Day following Thanksgiving Day
- 30 (7) Day before Christmas
- 31 (8) Christmas Day
- 32 (9) One-half (1/2) day on Good Friday

33  
34 Full-time and part-time employees shall be entitled to pay for days off on  
35 recognized holidays immediately upon employment. Part-time employees will  
36 be paid only for scheduled hours on an observed Holiday. Example: four (4)  
37 hours scheduled on a day that falls on the holiday, will result in the employee  
38 receiving four (4) hours paid holiday time.  
39

40 When a holiday falls on a Saturday or Sunday, the preceding or following  
41 weekday will usually be observed as the holiday.  
42

43 **Section 3.05 Other Leave Provisions**

44 (a) Military Leave

45 Full-time employees who belong to the National Guard, Officers Reserve Corps  
46  
47

1 or similar military organization will be allowed the normal fifteen (15) days leave  
2 of absence without pay when ordered to active duty for training. The City will  
3 pay the difference between the employee's military pay and regular pay if the  
4 military pay is less. If the employee takes vacation time for his/her service time,  
5 he/she will receive full vacation pay.  
6

7 Federal guidelines will be followed when employees belonging to the National  
8 Guard, Officers Reserve Corps or similar military organization are called to  
9 active duty.  
10

11 (b) Extended Personal Leave  
12

13 A Leave of absence without pay may be granted by the City Manager for  
14 personal reasons up to ninety (90) days.  
15

16 (c) Education Leave  
17

18 The City Manager may authorize an unpaid educational leave of not more than  
19 one (1) year.  
20

21 (d) Jury Duty Leave  
22

23 An employee who is summoned and reports for jury duty shall be granted a jury  
24 leave of absence with pay for such period. An employee granted a leave of  
25 absence under this section who reports for jury duty on a day the employee is  
26 otherwise scheduled to work shall be paid for time spent performing jury duty at  
27 the employee's straight time regular rate of pay for up to the number of straight  
28 time hours the employee was otherwise scheduled to work. In order to receive  
29 payment under this section an employee must give the Employer prior notice as  
30 far in advance as possible that the employee had been summoned for jury duty  
31 and the employee must furnish satisfactory evidence that jury duty was  
32 performed at the summons of the Court on the days the employee claims jury  
33 duty pay. An employee who is summoned by the Court for jury duty but who  
34 does not serve as a juror must report for work promptly after being excused.  
35 Immediately upon payment from the court for jury duty attendance, the  
36 employee will bring the payment to the City Treasurer. The City Treasurer will  
37 retain the per diem portion of the payment and reimburse the employee for the  
38 mileage portion of the payment.  
39

40 (e) Funeral Leave  
41

42 Upon request, full-time and part-time employees may be granted one-half (1/2)  
43 day leave with pay to attend the funeral of a co-worker.  
44

45 In the event of a death in a full-time or part-time employee's and/or spouse's  
46 immediate family including; wife, husband, children, mother, father,  
47 grandparent, sister, brother, sister-in-law, brother-in-law, any member of the

1 employee's immediate household or any step-family member in any of the  
2 categories identified previously. An employee will be granted up to three (3)  
3 work days with pay (not to be deducted from sick leave) to attend the funeral  
4 and take care of other necessary arrangements. Additional paid leave for travel  
5 purposes may be granted with the approval of the City Manager, which shall be  
6 charged against the sick leave record of the employee.

7  
8 (f) Family Medical Leave Act (FMLA) Leave  
9

10 In accordance with federal law, employees who have been employed for at  
11 least twelve (12) months and have worked at least 1,250 hours during the  
12 immediately preceding twelve (12) month period and who work at a site where  
13 at least fifty (50) employees are employed by the Employer within seventy-five  
14 (75) miles are eligible for leaves of absence for any one, or more, of the  
15 following reasons:

- 16  
17 (1) Birth of the employee's child and subsequent post-birth care.  
18  
19 (2) Placement of a child with the employee for adoption or foster care.  
20  
21 (3) To care for the employee's spouse, son, daughter, or parent who has a  
22 serious health condition.  
23  
24 (4) For a serious health condition that makes the employee unable to  
25 perform the employee's job.  
26

27 An eligible employee is entitled to a maximum total of twelve (12) workweeks of  
28 family or medical leave during a rolling twelve (12) month period measured  
29 backward from the date an employee uses any leave. If an employee's spouse  
30 is also employed by the City, the total amount of leave available for both the  
31 employee and spouse combined together is twelve (12) weeks, subject to  
32 certain exceptions.

33  
34 (i) Request for Leave and Medical Certification

35 Employees desiring leaves of absence under this Section shall provide written  
36 notice to the City setting forth the reasons for the requested leave, whether the  
37 requested leave is for a consecutive period of time or on an intermittent basis  
38 (several blocks of time or reduced work schedule), the anticipated start date of  
39 the leave and its anticipated duration. If the need for leave is foreseeable, the  
40 employee is required to provide the written notice to the City at least thirty (30)  
41 days in advance. If the need for leave is not foreseeable, the employee is  
42 required to provide written notice as far in advance as practicable.  
43

44 A request for leave to care for the employee's spouse, son, daughter, or parent  
45 who has a serious health condition, or a request for leave due to the employee's  
46 own serious health condition that makes the employee unable to perform the  
47 employee's job, must be supported by a medical certification issued by the

1 health care provider of the employee or the employee's family member. If the  
2 City has reason to doubt the validity of a medical certification, it may require the  
3 employee to obtain a second opinion at the City's expense from a health care  
4 provider of the City's choice. If the opinions of the employee's and the City's  
5 designated health care providers differ, the City may require the employee, at  
6 the City's expense, to obtain medical certification from a third health care  
7 provider designated or approved jointly by the City and the employee. The City  
8 shall have the right to require medical re-certifications at reasonable intervals  
9 during the leave, at the City's expense.

10  
11 (ii) Paid Benefit Time Applied to Leave

12 Any leave granted under this Section shall be with pay only to the extent that  
13 the employee has available earned but unused paid benefit time. If the  
14 employee has available earned but unused time, such benefit time may be  
15 applied to the leave at the employee's option. The City reserves the right to  
16 determine the sequence and amount of earned benefit time that may be applied  
17 during FMLA. If applicable, earned but unused sick time may be used.  
18 Personal or Vacation leave may be used as approved by the employee's  
19 supervisor.

20  
21 In the event of the birth of a child, a female employee may use paid sick leave  
22 up to, but not to exceed the amount of time prescribed as medically necessary  
23 by the physician. A male employee may use a maximum of eighty (80)  
24 consecutive hours of sick leave at the time of birth. In extenuating  
25 circumstances the City Manager may authorize additional sick leave.

26  
27 (iii) Health Benefits During FMLA Leave

28 While on family or medical leave, an employee's coverage under the City's  
29 group medical health program shall be continued (unless the employee  
30 declines) on the basis and conditions, as coverage would have been provided if  
31 the employee had been continuously employed during the entire leave period.  
32 Arrangements must be made with the City for payment by the employee during  
33 the leave of any cost shared by the employee under the medical program.

34  
35 (iv) Return from Leave

36 On return from family or medical leave, an employee shall ordinarily be returned  
37 to the same position the employee held when leave commenced, or to an  
38 equivalent position with equivalent benefits, pay, and other terms and  
39 conditions of employment, unless the employee is no longer qualified for the  
40 position because of a physical or mental condition or the failure to maintain a  
41 necessary license or certification. Employees whose leave was occasioned by  
42 a serious health condition that made the employee unable to perform the  
43 employee's job are required to obtain and present medical certification from the  
44 health care provider that they are fit for duty and able to return and perform their  
45 work. This medical certification must be submitted to the City at the time the  
46 employee seeks reinstatement at the end of the leave, and failure to provide a  
47 satisfactory certification may, as determined by the City, result in denial of

1 reinstatement until the requirement is satisfied.  
2

3 “Key” employees: as defined under the FMLA may be denied job reinstatement  
4 by the City in certain limited circumstances, and such employees will be  
5 advised of their “key” status prior to commencement of FMLA leave. During the  
6 leave, the City shall have the right to require a report from the employee from  
7 time to time regarding the employee's status and intent to return to work. The  
8 City, depending on the circumstances, shall have the right to recover medical  
9 benefit program costs paid by the City to maintain coverage for an employee  
10 who fails to return to work from leave.  
11

12 The provisions of this Section are intended to implement the federal Family and  
13 Medical Leave Act of 1993 (FMLA). Further details governing this type of leave  
14 are explained in the FMLA and the federal regulations issued thereunder. The  
15 provisions of this Section, the FMLA and federal regulations shall take  
16 precedence and be deemed to govern in case of conflict with any other  
17 provisions of this Agreement.  
18

19 (g) Illness, Injury and Parental Leave  
20

21 An unpaid medical leave of absence for illness, injury or parenting shall be for a  
22 period of sixty (60) days if paid sick time or worker's compensation benefits are  
23 either exhausted or applicable. An employee may, however, also request and  
24 receive other accrued paid benefit time to which the employee may be entitled.  
25

26 Extensions of up to thirty (30) days of time may be granted upon application  
27 and approval of the appropriate Division Director or City Manager and subject to  
28 the Employer's right to require medical proof or other verification acceptable to  
29 the Employer.  
30

31 Depending on the nature of medical leave, a modified work schedule may be  
32 approved, provided the employee's and/or Employer selected physician and  
33 supervisor recommend such action.  
34

35 (1) For a medical leave of absence not covered by worker's compensation  
36 benefits, an employee may be on leave under this section for a period of  
37 not more than twelve (12) months after which time the employment  
38 relationship shall terminate. The twelve (12) months shall be defined as  
39 commencing on the first date of the leave that the employee does not  
40 receive pay in the form of accrued benefit time.  
41

42 (2) For a medical leave of absence due to injury on the job, covered by  
43 worker's compensation, the injured employee will receive health and life  
44 insurance up to a maximum period of two years.  
45

46 Employees are required to notify the Human Resources Department of  
47 any condition which will require a medical leave of absence under this

1 section supported by a physician's certificate, showing the date for  
2 commencement of such leave and the required return to work date. This  
3 notice shall be given to the Human Resources Department by the  
4 employee as soon as the employee is first aware of the condition.  
5 Employees who are anticipating a medical leave of absence under this  
6 section may be required to present a physician's certificate to Human  
7 Resources, recommending that the employee continue to work and in all  
8 cases, the employee's attendance, job responsibilities, personal health  
9 needs and safety must be satisfactorily maintained. An employee  
10 desiring to return to work from a medical leave of absence under this  
11 section must present a physician's certificate, indicating that the  
12 employee is physically and medically able to return to work and to  
13 satisfactorily perform the employee's job or present other verification  
14 acceptable to the Employer.  
15

16 In situations where an employee's physical, medical or mental condition  
17 raises a question as to the employee's capabilities to satisfactorily  
18 perform the employee's job, or the safety of the employee or others, the  
19 Employer may require a fitness for duty medical examination and  
20 certificate from the employee's physician and/or require the employee to  
21 take a leave of absence; provided, however, that this right shall not  
22 prohibit the Employer from taking any other action as may be deemed  
23 appropriate under the circumstances. If the Employer thereafter still  
24 questions the employee's condition, the Employer may require a second  
25 fitness for duty medical examination and opinion paid for by the  
26 Employer by an Employer selected physician and/or require the  
27 employee to take a leave of absence; provided, however, that this right  
28 shall not prohibit the Employer from taking any other action as may be  
29 deemed appropriate under the circumstances.  
30

31 In any situation involving the granting of a leave of absence under this  
32 section or the continuance of a leave of absence or the return to work  
33 from a leave of absence where medical proof or substantiation or  
34 approval is required, the Employer, in all cases, reserves the right to  
35 require a second medical examination paid for by the Employer by an  
36 Employer selected physician.  
37

38 Failure to provide any statement, certificate, substantiation or notification  
39 as may be required under this section may, as determined by the  
40 Employer, disqualify an employee from consideration for a medical leave  
41 of absence.  
42

43 Any leave of absence time (paid or unpaid) taken by an employee for  
44 certain family or medical reasons pursuant to the FMLA (Family Medical  
45 Leave Act) section of this document shall be counted as part of and  
46 credited against the maximum amounts of leave time set forth in this  
47 section.

1 **Section 3.06 Insurance Benefits**

2  
3 (a) Medical and Hospitalization

4  
5 The Employer agrees to make available a group hospitalization benefit  
6 program, approved by the Employer, for eligible full-time employees who are  
7 scheduled to work thirty (30) or more hours per week on a continuous basis and  
8 who elect to participate covering certain hospitalization, surgical and medical  
9 expenses for employee-only coverage and for eligible dependent coverage.  
10 The spouse of an employee who has health insurance available through his/her  
11 employer must enroll in the health insurance if, as determined by the Employer,  
12 the cost to the spouse is not prohibitive. The Employer agrees to provide  
13 employee-only and eligible dependent coverage under terms and conditions  
14 governing the group benefit program as set forth in the master policy or policies  
15 governing the program.

16 The group benefit program becomes effective for eligible employees on the first  
17 (1st) day of the month following completion of thirty-one (31) days of  
18 employment. Effective January 2007, an employee premium co-share will be  
19 instituted. Payroll deductions for the premium co-share will be in equal  
20 amounts and will be made on pre-tax basis for twenty-four (24) of the twenty-six  
21 (26) pays per year.

22 New employees, whose insurance becomes effective on or before the fifteenth  
23 (15<sup>th</sup>) day of the month, will pay a full month's premium co-share. Employees  
24 whose insurance becomes effective after the fifteenth (15<sup>th</sup>) day of the month  
25 begin paying the premium co-share the following month. Premium co-share  
26 payments are deducted from the employee's payroll check beginning with the  
27 first pay date following the effective date of benefits on a prorated basis over  
28 the remaining pays.

29 In the event that an employee quits or the employee's employment with the  
30 Employer is otherwise terminated, or in the event that an employee is on layoff,  
31 any premium co-share due will be deducted from the employee's final regular  
32 paycheck. The group benefit program and the employee's obligation for  
33 premium co-share shall continue in effect until the end of the last day of the  
34 month in which the quit, termination or layoff occurs. In the event that an  
35 employee is on leave of absence, the group benefit program shall continue in  
36 effect until the end of the last day of the month in which the leave of absence  
37 occurs; provided, however, that the group benefit program may be continued  
38 thereafter during the leave of absence, provided the employee makes the  
39 proper arrangements and the employee makes timely payment of the required  
40 cost of the benefit program. Other specific terms and conditions governing the  
41 group benefit program are set forth in the master policy or policies governing  
42 the program.

1 The following traditional health insurance and prescription drug programs are  
2 effective January 1, 2007.

<b>Traditional Medical Plan</b>		
<b>Annual Employee Premium Co-Share:</b> This is a pre-tax deduction from an employee's paycheck that is prorated over the first 24 pay periods each year.	2007: ➤ \$300 Individual ➤ \$600 Family 2008: ➤ \$350 Individual ➤ \$700 Family 2009: ➤ \$400 Individual ➤ \$800 Family	
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Benefit Level</b>	90/10% unless noted under the plan \$20 office visit	70/30% of reasonable and customary (R&C) charges on most services
<b>Annual Deductible</b>	2007: ➤ \$100 Individual ➤ \$200 Family 2008-2009: ➤ \$150 Individual ➤ \$300 Family	2007: ➤ \$200 Individual ➤ \$400 Family 2008-2009: ➤ \$300 Individual ➤ \$600 Family
<b>Out-of-Pocket Maximums</b>  (Does not include the deductible or office visit fees)	2007-2008: ➤ \$450 Individual ➤ \$900 Family 2009: ➤ \$600 Individual ➤ \$1,200 Family	2007-2008: ➤ \$2,000 Individual ➤ \$4,000 Family 2009: ➤ \$2,500 Individual ➤ \$5,000 Family
<i>Expenses applied toward the Non-Network <b>out-of-pocket maximum</b> will be used to satisfy the Network <b>out-of-pocket maximum</b>, however, expenses applied to the Network <b>out-of-pocket maximum</b> will <u>not</u> be applied to the Non-Network <b>out-of-pocket maximum</b>.</i>		
<b>Prescription Drug Program</b>		
<b>Year</b>	<b>Employee Co-Payment</b>	
<b>January 2007</b>	➤ 20% of the cost with a minimum of \$10, not to exceed \$25 per prescription, regardless if generic or brand name ➤ \$50 co-pay on drugs costing \$500 or more ➤ Mail order: 2 x retail co-pay for a 90-day supply <ul style="list-style-type: none"> <li>○ \$100 co-pay on mail order prescriptions costing more than \$1,500 for a 90 day supply</li> </ul> ➤ Over the counter incentive – employees will be reimbursed for drugs which are purchased over the counter and are prescribed	

	<ul style="list-style-type: none"> <li>by a physician.</li> <li>➤ \$250/month total maximum co-pay per enrolled person</li> </ul>
<b>January 2008</b>	<ul style="list-style-type: none"> <li>➤ 20% of the cost with a minimum of \$10 not to exceed \$30 per prescription, regardless if generic or brand name</li> <li>➤ \$50 co-pay on drugs costing \$500 or more <ul style="list-style-type: none"> <li>○ \$100 co-pay on mail order prescriptions costing more than \$1,500 for a 90 day supply</li> </ul> </li> <li>➤ Mail order: 2 x retail co-pay for a 90-day supply</li> <li>➤ Over the counter incentive – employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician.</li> <li>➤ \$250/month total maximum co-pay per enrolled person</li> </ul>
<b>January 2009</b>	<ul style="list-style-type: none"> <li>➤ 20% of the cost with a minimum of \$15 not to exceed \$35 per prescription, regardless if generic or brand name</li> <li>➤ \$50 co-pay on drugs costing \$500 or more</li> <li>➤ Mail order: 2 x retail co-pay for a 90-day supply <ul style="list-style-type: none"> <li>○ \$100 co-pay on mail order prescriptions costing more than \$1,500 for a 90 day supply</li> </ul> </li> <li>➤ Over the counter incentive – employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician.</li> <li>➤ \$250/month total maximum co-pay per enrolled person</li> </ul>

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In lieu of the traditional health insurance and prescription drug program, a consumer driven health insurance with a Health Reimbursement Account (HRA) and prescription drug program is available to all employees through the cafeteria plan. Employees enrolled in this option do not have a premium co-share.

<b>2007 Optional Medical Plan with Prescription</b>	
<b>In-Network</b>	<b>Out-of-Network</b>
No Annual Premium Co-Share required to enroll in the Optional Health Plan	
Health Reimbursement Account (HRA): \$500 individual or \$1,000 family, plus the bonus contributions of an additional \$500 individual or \$1,000 family for the 2007 and 2008 plan years	
Deductible: \$1,000 individual \$2,000 family	Deductible: \$2,000 individual \$4,000 family
Coverage is 80%/20% Annual Maximum out-of-pocket: \$1,000 individual \$2,000 family	Coverage is 60%/40% Annual Maximum out-of-pocket: \$2,000 individual \$4,000 family
<i>Expenses applied toward the Non-Network <b>out-of-pocket maximum</b> will be used to satisfy the Network <b>out-of-pocket maximum</b>, however, expenses applied to the Network <b>out-of-pocket maximum</b> will not be applied to</i>	

<i>the Non-Network <b>out-of-pocket maximum.</b></i>	
Preventive Care: \$500 per calendar year per enrolled family member	N/A
Healthy Lifestyle tools: Care line, web-based support and information	
Office Visit: 80%/20%, after deductible	Office Visit: 60%/40%, after deductible

**2007 Prescription Drug Program**

You are automatically enrolled in prescription coverage when you enroll in a Medical plan.

- 20% of the cost with a minimum of \$10, not to exceed \$25 per prescription, regardless if generic or brand name
- \$50 co-pay on drugs costing \$500 or more
- Mail order: 2 x retail co-pay for a 90-day supply
  - \$100 co-pay on mail order prescriptions costing more than \$1,500 for a 90 day supply
- Over the counter incentive – employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician.
- \$250/month total maximum co-pay per enrolled person

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The City will allow all retiring full-time employees, eligible spouses and dependents to participate in the group health insurance plan, provided the required cost is 100% paid by the retired employee. Such payments shall be in accordance with procedures established by the City. At retirement, the employee must complete an election form to:

- (1) Continue in the health insurance plan as a retiree
- (2) Discontinue participation in the health care plan; or
- (3) Defer participation in the plan to a date/event specific and sign up at date/event specific.

The election form is available in the Human Resources Department. If a retired employee is removed or discontinues participation in the group health insurance plan, with the exception of the deferment option, the retired employee shall not be allowed to again become a participant.

The following identifies eligibility for and the length of time a retired full-time employee and/or his/her eligible dependents may participate in the City's group health and dental plans when specific life-changing events occur.

<b>RELATIONSHIP TO RETIREE</b>	<b>LENGTH OF ELIGIBILITY FOR COVERAGE</b>
Retired employee (self)	Eligible for insurance benefits until death as long as:

<b><u>RELATIONSHIP TO RETIREE</u></b>	<b><u>LENGTH OF ELIGIBILITY FOR COVERAGE</u></b>
	1) continuous coverage at retirement OR take one-time insurance deferment option to a date certain and sign up at date/event certain;  2) pay premiums on time; and  3) sign up for Medicare A & B when eligible
Spouse of employee at retirement - still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan
Spouse of employee at retirement - divorced	Spouse is no longer eligible after COBRA defined length of time
Spouse of employee at retirement - widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date certain, which was decided on if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after employee's retirement	Not eligible for coverage
Children of employee at retirement	Eligible for insurance benefits until the age indicated in the plan document
Children of employee after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document
Children of employee after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document

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Summary statements of benefits and coverage for such insurance plans and any recognized Section 125 (Cafeteria) Plan are available to each employee through the City's intranet and the Human Resources Department.

1 (b) Health Care Savings Program

2  
3 Effective January 24, 2009, all employees shall participate in the Municipal  
4 Employees' Retirement System (MERS) Health Care Savings Program.  
5 Employees must, on a pre-tax basis, contribute the minimum amount for  
6 participation.

7  
8 The Health Care Savings Program will be administered in accordance with the  
9 Municipal Employees' Retirement System Health Care Savings Program plan  
10 document and IRS regulations. If a conflict exists between this policy and the  
11 IRS regulations, the latter prevails.

12  
13 (1) Year End Vacation Payment

14  
15 Annually by November 15 an employee desiring to receive payment for  
16 vacation leave as outlined in Section 3.01 must complete and submit to the City  
17 Payroll Office a leave conversion form indicating the number of eligible vacation  
18 leave hours in which the employee would like to receive payment. Employees  
19 must designate how many of the hours they would like to receive payment for.  
20 Any remaining hours of leave conversion after the December payout will be  
21 contributed to the MERS Health Care Savings Program during January of the  
22 following year.

23  
24 (2) Retirement

25  
26 No less than two weeks prior to an employee's retirement date, the employee  
27 may complete and submit to the City Payroll Office a leave conversion form  
28 indicating the number of eligible sick and vacation leave hours the employee  
29 desires to receive in a check as a cash out of the eligible balances. At the date  
30 of retirement, 100% of the cash value of any remaining and eligible sick and  
31 vacation leave balances shall be contributed to the employee's Health Care  
32 Savings Account.

33  
34 (c) Life Insurance

35  
36 Full-time employees shall be provided with term life insurance and accidental  
37 death and dismemberment insurance equal to twice their annual salary or  
38 earnings at straight time rates for 2,080 hours per year, rounded to the nearest  
39 \$1,000 coverage, to begin upon completion of thirty (30) calendar days of  
40 continuous service.

41  
42 (d) Dental Insurance

43  
44 The City of Mt. Pleasant will provide dental insurance for all full-time employees  
45 and eligible dependents covered by this policy beginning on the first day after  
46 the 31st day of employment. The City shall pay the required dental insurance  
47 cost for the full-time employee only. Spouse and dependent coverage may be

1 purchased by the employee at the group rate, paid through payroll deduction.  
2

3 Full-time employees who retire shall be eligible to participate in the group dental  
4 insurance plan. The cost of the retired employee's and eligible dependents'  
5 coverage is the responsibility of the retiree. Such payments shall be in  
6 accordance with procedures established by the City. If a retired employee is  
7 removed or discontinues participation in the group dental insurance plan, with  
8 the exception of the one-time deferral option, the retired employee shall not be  
9 allowed to again become a participant.  
10

11 Summary statements of benefits and coverage for such insurance plans and  
12 any recognized Section 125 (Cafeteria) Plan are available to each employee  
13 through the City's intranet and the Human Resources Office.  
14

15 (e) Family Wellness Benefit  
16

17 A \$300 annual wellness benefit is provided to full-time and part-time  
18 employees. The benefit is intended to provide health-related services, which  
19 are not covered under the health insurance program.  
20

21 Since employees have varying types and levels of health care needs, a detailed  
22 description of qualifying wellness and preventive activities, services and  
23 programs is not provided. To take advantage of the program, the benefit must  
24 be budgeted in the year used, a completed check voucher including the  
25 employee's department wellness account number and the detailed receipt for  
26 the expenditures must be provided to Human Resources for approval. If  
27 approved, a reimbursement check will be issued to the employee.  
28

29 Additional wellness activities and programs will be offered annually; all full-time  
30 and part-time employees are encouraged to participate.  
31

32 (f) Education Benefit  
33

34 The Employer will issue a check to the full time employee equaling 85% of the  
35 tuition and fees, or 100% of the cost of tuition, whichever is greater. Payment  
36 will be made following receipt of a bill from an adult education or university not  
37 to exceed 10 credit hours per year, provided:  
38

39 The application for reimbursement is submitted and approved by the Human  
40 Resources Director prior to enrollment in accordance with the advance  
41 notification requirement established in this paragraph. The Employer's budget  
42 for the fiscal year is usually finalized in the month of December following a six  
43 (6) month budgetary process and, therefore, in order for an application to be  
44 eligible for consideration, an employee seeking further education under this  
45 Section is required to submit the application for approval to the Human  
46 Resources Director no later than June 1 of the current year.  
47

- 1 (1) The course is job related or reflects on improved job performance.
- 2
- 3 (2) An application for reimbursement is submitted to and approved by the
- 4 Human Resources Director prior to enrollment.
- 5
- 6 (3) A grade of "C", or credit in a credit/no credit class, is attained on adult
- 7 education or undergraduate work and "B" on graduate work.
- 8
- 9 (4) In the event the employee is receiving the cost of the tuition from another
- 10 source, they shall be reimbursed by the City for required textbooks if not
- 11 subject to reimbursement from another source in accordance with the
- 12 above.
- 13
- 14 (5) Upon receiving the grade report, the employee has two weeks in which
- 15 to submit the grade report to the Human Resources Department.
- 16
- 17 (6) If the conditions of paragraph 4 and 6 of this section are not met, or the
- 18 employee terminates employment during the course, then payroll
- 19 deduction for the check issued will commence.
- 20
- 21 (7) Other workshops, training seminars and conventions appropriate to the
- 22 employee's performance of his/her job shall be reimbursed according to
- 23 policies outlined in Administrative Memo No. 3-87.
- 24

25 (g) Car Allowance

26  
27 Eligible employees will receive a car allowance or mileage reimbursement as  
28 outlined in Human Resources Administrative Memo No. 2-01, Vehicle Usage  
29 and/or Remuneration for Job-related Duties.

30  
31 There are instances where an employee may be required, because of the  
32 demands of the position he/she holds, to use a vehicle to complete daily  
33 responsibilities. The Administrative memo identifies the typical types of vehicle  
34 usage when additional compensation or reimbursement is appropriate and the  
35 criteria used in each instance. Review the memo for complete details.

36  
37 **Article IV. Retirement Information**

38  
39 **Section 4.01 Retirement Definition**

40  
41 A retiree is a former full-time employee of the City of Mt. Pleasant who meets  
42 the eligibility standards for receiving pension benefits under the pension plan  
43 they are enrolled in.

44  
45 (a) Retirement Notification

46  
47 Eligible employees considering retirement from the City workforce are required

1 to file a written “notice of intent” to retire with the appropriate Division Director  
2 and the Human Resources Department at least six months in advance of the  
3 employee’s anticipated retirement date. A formal, written commitment to retire,  
4 including a specific retirement date, must be provided not less than 30 days in  
5 advance of the actual retirement date. If a life-changing event or extenuating  
6 circumstances occur, the City Manager may waive or alter the time limits. The  
7 above notifications will guarantee payment of accrued but unused vacation and  
8 sick days as specified in Section 3.01 & 3.02 of this document.  
9

## 10 **Section 4.02 Pension Benefit**

11  
12 All full-time employees covered by this policy shall be entitled to pension  
13 benefits. Police and Fire administrators covered by this policy may choose to  
14 participate in the Municipal Employees Retirement System (MERS) plan or the  
15 Police or Fire Act 345 plan. This election must be made at the time of entering  
16 the PACT unit and is an irrevocable election. All other employees covered by  
17 this agreement will be covered by the MERS plan.  
18

### 19 (a) MERS Plan

20  
21 Retirement benefits are in accordance with the B-4 retirement plan as provided  
22 by the Municipal Employees Retirement System (MERS). The B-4 option  
23 provides the following benefit calculation upon retirement: credited service  
24 times 2.5% of Final Average Compensation (FAC). The FAC shall be the  
25 annual earnings based upon the thirty-six (36) highest consecutive earning  
26 months. Vesting within this plan requires six (6) years of service. All  
27 employees will be allowed the RS 50% benefit payment option as defined by  
28 MERS. All enrollees of the plan shall be afforded an F55-20 waiver allowing  
29 any employee with 20 years of service to retire at age 55 with full benefits  
30 exclusive of any penalties. Vested enrollees may also retire with full benefits at  
31 age 60 regardless of years of service.  
32

33 A mandatory 4% contribution to MERS by the employee is required.  
34

### 35 (i) Prior Service Credits

36  
37 Participants in the MERS plan shall be eligible to purchase up to five (5) years  
38 of generic service credits by paying 75% of the actuarial present value as  
39 calculated by the MERS actuary. This purchased service cannot be used  
40 towards the counting of service for the required six (6) years of vesting.  
41

### 42 (b) ACT 345 Plan

43  
44 Retirement benefits are in accordance with Act 345, as negotiated by the  
45 specific police or fire union with the exception of the number of years used in  
46 the final average compensation calculation, which must always be based on the  
47 five (5) highest earning years according to state law. Administrators being

1 promoted from within the Public Safety department will retain the same pension  
2 benefits of the bargaining unit being promoted from. Administrators hired from  
3 outside the department must choose which bargaining unit's pension plan they  
4 desire to participate in upon hire and the decision is irrevocable.  
5

6 Enhancement to Act 345 benefits or retirement health care plans bargained for  
7 by the respective Police and Fire bargaining units shall be extended to PACT  
8 Police and Fire, Act 345 pension plan participants. The provisions of the  
9 retirement plans are as outlined in the appropriate collective bargaining  
10 agreement.  
11

12 The Act 345 Retirement Fund and the Retiree Health Care Plan requires a  
13 mandatory employee contribution as outlined in the appropriate collective  
14 bargaining agreement.  
15

#### 16 **Section 4.03 Deferred Compensation Matching Program (457 Plan)**

17 All full-time and part-time employees shall be eligible for a contribution up to 1%  
18 of salary to be paid by the City toward a City-offered deferred compensation  
19 program, provided the employee is contributing up to 1% of their salary to the  
20 City-offered deferred compensation plan.  
21

22 An employee may contribute more than 1% of salary, but the City will not match  
23 anything beyond the 1%.  
24

### 25 **Article V. Overtime Compensation**

26 Employees covered by FLSA regulations as non-exempt employees shall be  
27 compensated at a rate of one and one-half (1½) times the regular hourly rate of  
28 pay for any hours worked in excess of eight (8) hours a day or forty (40) hours a  
29 week. The Division Director or his/her designee may approve a schedule other  
30 than the standard work day schedule. Any significant deviation from the  
31 standard schedule must be submitted to payroll in writing. Daily overtime  
32 calculations will be based on the employee's work day schedule, as illustrated  
33 in the following examples:  
34

- 35 (1) 10 hour schedule: at the rate of time and one-half for all hours worked in  
36 excess of ten (10) hours in one day or forty hours in one week.  
37
- 38 (2) 9 hour schedule: at the rate of time and one-half for all hours worked in  
39 excess of nine (9) hours on the nine-hour days and in excess of 8 hours  
40 on the 8 hour days or 45 hours in the long week and 35/36 hours in the  
41 short week.  
42  
43  
44  
45

1 (3) Overtime compensation for FLSA non-exempt employees may be  
2 granted in the form of either overtime pay or compensatory time off and  
3 shall be taken off with the approval of the appropriate Department Head.

4 Non-exempt employees will have the option of accruing compensatory time in  
5 lieu of payment except when wages are being paid by or reimbursed by grant or  
6 external funding sources.

7 There shall be a maximum of one hundred (100) hours accumulation of  
8 compensatory hours allowed each employee. An employee may request each  
9 year, payment of up to thirty (30) hours of unused accumulated compensatory  
10 hours provided the employee submits the request not later than October 1<sup>st</sup>.  
11 Payment of compensatory hours shall be at the regular rate of the employee at  
12 the time that the employee receives payment for compensatory hours and shall  
13 be paid on the first Friday following the first pay date in December.

14 Any discrepancies between the employee records and payroll records must be  
15 addressed within two (2) pay periods or the payroll records prevail.

16 Upon separation of any employee from the service of the Employer other than  
17 by Leave of Absence, the employee shall be paid for the unused portion of the  
18 employee's accumulated compensatory time.

19

## ADDENDUM I

### Job Titles Classified by Definition

The following is a listing of current PACT job titles by FLSA definition.

(a) Exempt Employees

Assessor 1  
Assistant City Manager/Director of Community Services and Human Resources 1  
Assistant Director of Information Technology 2  
Assistant Wastewater Treatment Plant Supervisor 3  
Assistant Water Treatment Plant Supervisor 3  
Building Inspector 3  
Building Official 1  
City Clerk/Risk Manager 1  
City Manager 1  
Department of Public Works Analyst 2  
Director of Finance 1  
Director of Information Technology 1  
Director of Parks, Buildings and Grounds 1  
Director of Public Safety 1  
Director of Public Works/City Engineer 1  
Director of Recreation and Sports 1  
Director of Planning and Community Development 1  
Deputy Finance Director/Treasurer 1  
Downtown Development Director 2  
Fire Chief 1  
Human Resources Generalist 2  
Human Resources Manager 2  
PEAK Program Director  
Police Captain 3  
Police Inspector 3  
Police Records Division Supervisor 2  
Recreation and Sports Coordinator 3  
Staff Engineer 3  
Street Superintendent 1  
Wastewater Treatment Plant Supervisor 1  
Water Treatment Plant Supervisor 1

- 1 - Exempt under Executive Classification - (short test)
- 2 - Exempt under Administrative Classification - (short test)
- 3 - Exempt under Professional Classification - (short test)

(b) Non-Exempt Employees

Administrative Aide – Confidential

- 1 Engineering Aide I – Technical
- 2 Engineering Aide II - Technical
- 3 Office Assistant – Confidential
- 4 Senior Administrative Aide – Confidential