

AGREEMENT

between

CITY OF MOUNT PLEASANT

and

MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION
REPRESENTED BY THE TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM)

Effective: April 1, 2017 – December 31, 2020

TABLE OF CONTENTS

AGREEMENT	6
PURPOSE AND INTENT	6
RECOGNITION	6
Section 1.1. Employees Covered	6
Section 1.2. Employees Excluded From Coverage.....	6
UNION MEMBERSHIP	7
Section 2.1. Voluntary Union Membership and Check-Off	7
DISPUTES CONCERNING MEMBERSHIP.....	9
Section 4.1. Union Membership Disputes	9
REPRESENTATION.....	9
Section 5.1. Union Negotiating Committee.....	9
Section 5.2. City Negotiating Committee	9
Section 5.3. Labor-Management Committee	9
DISCIPLINARY ACTION.....	10
Section 6.1. Disciplinary Interview	10
Section 6.2. Disciplinary Suspension or Discharge	10
Section 6.3. Employment Record	10
GRIEVANCE AND ARBITRATION PROCEDURE.....	11
Section 7.1. Definition of Grievance	11
Section 7.2. Grievance Procedure	11
Section 7.3. Time Limits.....	13
Section 7.4. Grievance Form	13
Section 7.5. Consolidation of Similar Grievances	13
Section 7.6. Selection of Arbitrator and Arbitration Hearings	13
Section 7.7. Arbitrator's Powers	14
NO STRIKE - NO LOCKOUT.....	14
Section 8.1. Prohibition.....	14
STEWARDS	15
Section 9.1. Stewards.....	15
SPECIAL CONFERENCES	15
Section 10.1. Special Conferences.....	15
MANAGEMENT RIGHTS	16
Section 11.1. Rights	16
Section 11.2. Supervisors Doing Bargaining Unit Work.....	16
FAIR EMPLOYMENT STANDARDS.....	17
Section 12.1. Discrimination Complaints	17
Section 12.2. Reasonable Accommodation Obligation	17
UNION RESPONSIBILITIES.....	17

Section 13.1. Union Business	17
SENIORITY	17
Section 14.1. Acquiring Seniority.....	17
Section 14.2. Seniority List.....	18
Section 14.3. Loss of Seniority	18
Section 14.4. Preferential Seniority of Union Officers and Stewards	19
LAYOFF AND RECALL.....	19
Section 15.1. Layoff Definition and Determination	19
Section 15.2. Layoff.....	19
Section 15.3. Rate of Pay Applicable in Layoff Realignment.....	20
Section 15.4. Recall and Recall Procedure	20
Section 15.5. Exceptions.....	21
TRANSFERS.....	21
Section 16.1. Transfer In and Out of TPOAM Bargaining Unit Position.....	21
Section 16.2. Movement of Work.....	21
Section 16.3. Temporary Transfers to a Different Job Classification.....	22
Section 16.4. Temporary Transfers Within the Same Job Classification	22
Section 16.5. Temporary Transfer to a Different Shift for Shift Exposure	23
JOB POSTING AND BIDDING PROCEDURES	23
Section 17.1. Posting of Jobs	23
Section 17.2. Awarding of Jobs	24
Section 17.3. New Job Trial Period	24
Section 17.4. Rate of Pay Applicable	25
TRAINING	25
Section 18.1. Training Programs	25
Section 18.2. Education Benefit.....	25
WORKING HOURS AND PAY PERIODS	27
Section 19.1. Pay Periods.....	27
Section 19.2. Work Schedules	27
Section 19.3. Part-Time Employee Benefits.....	27
Section 19.4. Summer Flexible Hours Program	27
Section 19.5. Shift Preference.....	29
OVERTIME.....	29
Section 20.1. Premium Pay for Overtime Work	29
Section 20.2. Overtime Work	31
Section 20.3. Compensatory Time.....	31
Section 20.4. Temporary Employees	32
Section 20.5. No Duplication or Pyramiding.....	32
EQUALIZATION OF HOURS	32
Section 21.1. Overtime Work Distribution Equalization.....	32
CALL BACK.....	33
Section 22.1. Call Back.....	33
HOLIDAYS	34

Section 23.1. Holiday Pay.....	34
Section 23.2. Holiday Pay Eligibility	35
Section 23.3. Holiday Work.....	36
VACATIONS	36
Section 24.1. Paid Vacation and Eligibility.....	36
Section 24.2. Vacation Pay	37
Section 24.3. Vacation Requests.....	37
Section 24.4. Vacation Buy Back	38
Section 24.5. Voluntary Separation	38
SICK LEAVE	38
Section 25.1. Use of Sick Leave	38
Section 25.2. Accumulation Rate.....	39
Section 25.3. Maximum Accumulation	39
Section 25.4. Use of Paid Vacation	39
Section 25.5. Death or Retirement.....	39
Section 25.6. Abuse of Sick Leave	40
Section 25.7. Sick Pay Calculation.....	40
Section 25.8. Immediate Household and/or Family.....	40
Section 25.9. Disciplinary Action.....	40
Section 25.10. Workers' Compensation	40
OTHER LEAVES OF ABSENCE.....	41
Section 26.1. General Requirements.....	41
Section 26.2. Personal Leave	41
Section 26.3. Military Leave.....	41
Section 26.4. Education Leave.....	42
Section 26.5. Illness, Injury and Medical Leave.....	42
Section 26.6. Administrative Leave.....	43
Section 26.7. Jury Duty Leave and Pay	44
Section 26.8. Bereavement Leave and Pay	44
Section 26.9. Paid Personal Days	45
Section 26.10. Family and Medical Leave.....	45
RULES AND REGULATIONS	47
Section 27.1. Rules and Regulations.....	47
UTILIZATION OF INDIVIDUALS NOT DIRECTLY EMPLOYED OR PRIMARILY COMPENSATED BY THE CITY	47
Section 28.1. Utilization of Individuals Not Directly Employed or Primarily Compensated by the City	47
LIFE AND HOSPITALIZATION INSURANCES.....	48
Section 29.1. Life Insurance	48
Section 29.2. Hospitalization - Surgical - Medical - Prescription Drug Insurance.....	49
Section 29.3. Health Care Premium Co-Share Reduction for Wellness Participation	51
RETIREMENT	51
Section 30.1. Retirement Program.....	51
Section 30.2. Deferred Compensation (457 Plan)	52

Section 30.3. Retiree Definition.....	52
Section 30.4. Retirement Notification	52
Section 30.5. Prior Service Credits	53
Section 30.6. Eligibility for Vacation and Sick Leave Balance Payout.....	53
Section 30.7. Retiree Health Insurance.....	53
Section 30.8. Health Care Savings Account	55
CONTRACTING AND SUBCONTRACTING.....	55
Section 31.1. Subcontracting and Outside Contracting Assistance	55
SUPPLEMENTAL AGREEMENTS.....	56
Section 32.1. Supplemental Agreements	56
COVERALLS AND UNIFORMS.....	56
Section 33.1. Uniform Allowance, Coveralls and Uniforms	56
GENERAL.....	56
Section 34.1. Bulletin Boards	56
Section 34.2. Health and Safety.....	57
Section 34.3. Entire Agreement	57
Section 34.4. Captions	57
CLASSIFICATIONS.....	57
Section 35.1. Job Classifications	57
COMPENSATION	58
Section 36.1. Wages.....	58
Section 36.2. Longevity Benefit	64
Section 36.3. Shift Premiums.....	65
Section 36.4. Hiring Rate.....	65
Section 36.5. Temporary Leadership Appointment.....	66
SAVINGS CLAUSE.....	66
Section 37.1. Savings Clause	66
TERMINATION AND MODIFICATION.....	66
Section 38.1. Termination.....	66
INDEX	68

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AGREEMENT

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THIS AGREEMENT, effective the 1st day of April, 2017, by and between the CITY OF MOUNT PLEASANT, Michigan, hereinafter referred to as the "Employer," and the MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM) hereinafter referred to as the "Union".

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

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PURPOSE AND INTENT

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

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The Union and the Employer, as equal partners in this effort, are committed to forming a strong, amicable working relationship, based on the principles of organizational development and interest-based problem solving. They are dedicated to combining the most creative efforts of all team members to assure the long-term health of the organization, service excellence for Mt. Pleasant's citizens, the betterment of the community, and a beneficial working climate for all employees.

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

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RECOGNITION

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Section 1.1. Employees Covered

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Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City of Mt. Pleasant, excluding sworn law enforcement officers, firefighters, and PACT employees.

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Section 1.2. Employees Excluded From Coverage

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The Employer reserves the right to hire and utilize temporary employees from time to time to perform various work as determined and assigned by the Employer. Such temporary employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement.

1 (a) Such employees may be employed and utilized to perform various work from
2 time to time and are considered additional employees and are not designated as temporary
3 replacement employees as set forth in subsection (b) of this Section. The Employer agrees that
4 an employee's employment under this subsection shall not exceed nine (9) months in any twelve-
5 month period, unless this period is extended by mutual agreement of the parties.

6 (b) Such employees may be employed and utilized to perform work from time to time
7 as a temporary replacement for a regular bargaining unit employee who is absent from work for
8 what is anticipated to be a temporary period of time. An employee employed under this
9 subsection shall be designated as a temporary replacement employee and shall receive an hourly
10 pay rate that is no less than the start pay rate step established for the applicable job classification.
11 The Employer agrees that an employee's employment under this subsection shall not exceed at
12 any one time a continuous period of twenty-four (24) months unless this period is extended by
13 mutual agreement of the parties.

14 UNION MEMBERSHIP

15 **Section 2.1. Voluntary Union Membership and Check-Off**

16 (a) Each employee, who is, or becomes, a member of the Union, or a service fee
17 payer, may sign an authorization for dues or service fee deduction, and shall do so with the
18 understanding and declaration upon such form that the deductions shall continue for the length of
19 the contract, or until written notice of revocation of the authorization is transmitted to the
20 Employer and Union, whichever is later.

21 (b) Upon written notice to the Employer and Union, an employee shall have the right
22 to opt out of union membership, as allowed by law.

23 (c) The Union will protect, save harmless and indemnify the Employer from any and
24 all claims, demands, suits and other forms of liability by reason of action taken by the Employer
25 for the purpose of complying with this article of the agreement.

26 (d) During the term of this Agreement and to the extent permitted by law, the
27 Employer agrees to deduct Union membership dues, uniformly levied by the Union from the pay
28 of each employee who voluntarily executed and files with the Employer a proper check-off
29 authorization form. The check-off authorization forms shall be supplied by the Union and in a
30 form which meets all legal requirements. The authorization to check-off and deduct Union
31 membership dues and service fees is strictly a matter of voluntary choice by the individual
32 employee. Deductions shall be remitted to the Union and sent to 27056 Joy Road, Redford,
33 Michigan 48239-1949. In the event that a refund is due to any employee for any sums deducted
34 from wages and paid to the Union, it shall be the responsibility of such employee to obtain the
35 appropriate refund from the Union.

36 (e) A properly executed copy of the written check-off authorization form for each
37 employee for whom Union membership dues or service fees shall be delivered to the Employer
38 before any payroll deductions are made. Deductions shall be made thereafter only under the
39 written check-off authorization forms which have been properly executed and are in effect. Any

1 written authorization, which is incomplete or in error will be returned to the Union by the
2 Employer.

3 (f) The Employer shall not be liable for the remittance or payment of any sums other
4 than those constituting actual deductions made. If the Employer fails to make a deduction for
5 any employee as provided, it shall make the deduction from the employee's next pay in which
6 such deduction is normally deducted after the error has been called to its attention by the
7 employee or Union.

8 (g) If there is an increase or decrease in union payroll deductions, such charges shall
9 become effective upon presentation of a signed deduction statement by the Union.

10 (h) The Employer agrees to deduct the Union membership dues or service fees for
11 each calendar month, from the first (1st) two (2) pay checks of that month, from the pay of the
12 employees who have requested that such deductions be made. In cases where a deduction is
13 made which duplicates a payment already made to the Union by an employee, or where a
14 deduction is not in conformity with the provisions of the Union Constitution and By-laws,
15 refunds to the employee will be made by the Union.

16 (i) If a dispute arises as to whether or not an employee properly executed or properly
17 revoked a written check-off authorization form, no further deductions shall be made until the
18 matter is resolved.

19 (j) The Employer shall not be liable to the Union by reason of the requirements of
20 this Section of the Agreement for the remittance or payment of any sum other than that
21 constituting actual deductions made from employee wages, and the Union agrees to hold the
22 Employer harmless for any and all claims arising out of its agreement to deduct dues and
23 initiation service fees.

24 (k) In the case of employees rehired, or returning to work after layoff or leave of
25 absence, or transferred back into the bargaining unit, who have properly re-executed
26 "Authorization for Check-off" forms, deductions will be made as provided herein.

27 (l) Any employee whose service is broken by death, or who quits, is discharged or
28 laid off, or who is transferred outside the bargaining unit shall cease to be subject to check-off
29 deductions beginning with the month immediately following the month in which such death,
30 quit, discharge, layoff or transfer occurred.

31 (m) The Employer agrees to furnish the Union with an initial list of the mailing
32 addresses of employees who are members of the Union and new hires who become members of
33 the Union. The Employer's obligation under this subsection shall be limited to the mailing
34 address currently on file with the Employer.

35 (n) An employee that seeks to establish or reestablish either membership in the Union
36 or service fee payer status shall comply with the internal conditions mandated by the Union
37 pursuant to its authority under section 10(2) of the Public Employment Relations Act.

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DISPUTES CONCERNING MEMBERSHIP

Section 4.1. Union Membership Disputes

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union; and, if not resolved, may be decided at any necessary subsequent step of the grievance procedure.

REPRESENTATION

Section 5.1. Union Negotiating Committee

The Employer agrees to recognize a Union Negotiating Committee of not more than six (6) members, selected by members of the Union, each of whom shall be a seniority employee working for the Employer. Membership on the Negotiating Committee shall be limited to no more than one (1) employee from any one of the Employer's Departments. This committee shall be the representative of the Union for negotiating with the Employer and for adjustment of grievances. One (1) member of the Union Negotiating Committee shall be the Local Union President and shall be designated as the Chairperson of the Union Negotiating Committee and shall be the committee representative from the Department where employed.

The names of the members of the Negotiating Committee shall be given in writing to the Employer. No committee member shall function as such until the Employer has been advised of the committee member's selection, in writing, by the President of the Local Union. Any changes of the membership of the Negotiating Committee shall be reported to the Employer in writing, at least twenty-four (24) hours prior to the time such change takes effect.

Section 5.2. City Negotiating Committee

The Employer agrees to designate a Negotiating Committee of not more than six (6) officials to bargain collectively with the Union relative to grievance and to changes and amendments to this Agreement.

Section 5.3. Labor-Management Committee

During the collective bargaining negotiations leading to the 1998 Agreement, the Employer and the Union agreed to form a Labor-Management Committee. As reaffirmed in the discussions leading to the 2017 Agreement, the Committee will plan to meet on a regularly scheduled basis, as agreed upon by both groups. The membership of the Labor-Management Committee shall consist of the respective bargaining committees.

The primary purpose of the Committee will be to facilitate contract interpretation and enhance communication. The Committee will continue to utilize the Interest Based Bargaining ground rules established during negotiation sessions and will use the problem-solving techniques to solve issues that may arise.

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DISCIPLINARY ACTION

Section 6.1. Disciplinary Interview

An employee who is removed from the employee's work for an interview concerning disciplinary action that may be entered on the employee's employment record shall have the right and may if the employee so desires, request the presence of a Steward or other Union representative to represent the employee during such interview.

Section 6.2. Disciplinary Suspension or Discharge

Before an employee is disciplined, suspended without pay or discharged, the Local Union President or Vice President and the Steward shall be advised immediately prior to the effective date thereof. Written notification setting forth the reasons for the disciplinary action will be provided to the Local Union President (or if not available, another employee representative of the Union) within twenty-four (24) hours from the occurrence of the disciplinary action, excluding Saturday, Sunday and holidays (recognized under this Agreement). A grievance arising from a disciplinary suspension without pay or discharge shall be filed at Step 3 of the grievance procedure in accordance with the time limit set forth therein.

Section 6.3. Employment Record

A written copy of any disciplinary action shall be entered into the employee's record within 4 days.

(a) Any minor disciplinary action entered into the employee's record shall be eligible for removal from the employee's record after two (2) years from the date the reprimand was issued, if, in the event, that during the intervening two (2) years, there are no further disciplinary actions entered in the file. If disciplinary action is issued during the two (2) year period, the disciplinary calendar will start over with the issuance date of the most recent discipline. It is the responsibility of the employee to track the two (2) year period(s) and provide a written request to the Human Resources Department to remove any disciplinary documents(s). If requested by the employee, all disciplinary documents removed from the employee's record will be returned to the employee.

(b) Any major disciplinary action resulting in a three or more day suspension and entered into the employee's record shall be eligible for removal from the employee's record after four (4) years from the date the reprimand was issued, if, in the event, that during the intervening four (4) years, there are no further disciplinary actions entered in the file. If disciplinary action is issued during the four (4) year period, the disciplinary calendar will start over with the issuance date of the most recent discipline. It is the responsibility of the employee to track the four (4) year period(s) and provide a written request to the Human Resources Department to remove any disciplinary document(s). If requested by the employee, all disciplinary documents removed from the employee's record will be returned to the employee.

(c) During any period of recorded disciplinary action, should an employee be subject to any subsequent disciplinary action, the following extension periods will apply:

1 (recognized under this Agreement), following the date on which the
2 written grievance was submitted at this Step 1 Written Procedure –
3 Department Head. The written answer of the Department Head shall be
4 given to the employee involved or the employee’s representative, whoever
5 is applicable.

6 (b) Step 2.

7 1. Written Procedure – Division Head. If no satisfactory adjustment is made
8 with the Department Head in the Step 1 Written Procedure – Department
9 Head, the aggrieved employee and/or the employee's representative may
10 within five (5) days, excluding Saturday, Sunday and holidays (recognized
11 under this Agreement), following the answer in the Step 1 Written
12 Procedure – Department Head, submit the grievance to the Division Head
13 in writing. The grievance shall indicate the Section or Sections of this
14 Agreement in dispute and shall as reasonably practicable adequately set
15 forth the facts pertaining to the alleged violation. A written answer shall
16 be given by the Division Head within five (5) days, excluding Saturday,
17 Sunday and holidays (recognized under this Agreement), following the
18 date on which the written grievance was submitted at this Step 2 Written
19 Procedure – Division Head. The written answer of the Division Head shall
20 be given to the employee involved or the employee's representative,
21 whoever is applicable.

22 (c) Step 3.

23 1. Written Procedure – Special Conference. If the grievance is not settled in
24 the Step 2 Written Procedure – Division Head, the grievance may be
25 submitted to the Employer's City Manager or the City Manager's
26 designated representative within five (5) days, excluding Saturday, Sunday
27 and holidays (recognized under this Agreement), following receipt of the
28 Employer's written answer in Step 2 Written Procedure – Division Head.
29 The City Manager and/or designated representative and the employee
30 involved or the Local Union President, whoever is applicable, shall make
31 mutually agreeable arrangements for a special conference regarding the
32 grievance. The conference shall be held within twenty-one (21) days,
33 excluding Saturday, Sunday and holidays (recognized under this
34 Agreement), following the date on which the written grievance was
35 submitted at this Step 3 Written Procedure – Special Conference to the
36 City Manager or designated representative. The purpose of the conference
37 shall be for discussion of the grievance in an effort to settle the same; and
38 the conference shall, accordingly, be limited to only the grievance under
39 consideration. Attendance at the conference shall consist of the employee
40 involved, and/or the Local Union President, whoever is applicable, and the
41 City Manager and/or designated representative, provided, however, that
42 both parties may have two (2) additional representatives in attendance at
43 the conference and these additional representatives may include non-

1 employee representatives. If the grievance is not settled within fourteen
2 (14) days, excluding Saturday, Sunday and holidays (recognized under
3 this Agreement), following the date of the special conference, the
4 Employer shall issue a written decision within that period of time. The
5 written decision of the Employer shall be given to the employee involved
6 or to the Local Union President, whoever is applicable, or, in the absence
7 of the employee or the Local Union President, to an employee
8 representative of the Union.

9 (d) Step 4.

- 10 1. Arbitration Request. If the grievance is not settled in the Step 3 Written
11 Procedure – Special Conference, the Union may request arbitration of any
12 unresolved grievance which is arbitrable by giving written notice to the
13 Employer's City Manager of the Union's intent to arbitrate within thirty
14 (30) days following receipt of the Employer's written answer in Step 3 of
15 the grievance procedure. If no written notice of intent to arbitrate is given
16 to the Employer's City Manager, the grievance shall be considered settled
17 and, as such, the grievance may not be subsequently reinstated.

18 **Section 7.3. Time Limits**

19 The time limits established in the grievance procedure shall be followed by the parties
20 hereto. If the time procedure is not followed by the Union, the grievance shall be considered
21 settled without precedent. If the time procedure is not followed by the Employer, the grievance
22 shall automatically advance to the next step, but excluding arbitration, unless the Union requests
23 arbitration in accordance with the procedures established in this Agreement. The time limits
24 established in the grievance procedure may be extended by mutual agreement in writing,
25 provided, however, that the extension request shall be put in writing by the party requesting the
26 extension.

27 **Section 7.4. Grievance Form**

28 The grievance form shall be prepared in a manner that coincides with the grievance
29 procedure established in this Agreement and shall be mutually approved by the Employer and the
30 Union.

31 **Section 7.5. Consolidation of Similar Grievances**

32 In the event that a grievance has been processed to the Step 3 Written Procedure –
33 Special Conference and there are other grievances involving the same issue, all such grievances
34 may be consolidated for consideration at the Step 3 Written Procedure – Special Conference,
35 provided such consolidation is mutually agreed upon by the Employer and the Union.

36 **Section 7.6. Selection of Arbitrator and Arbitration Hearings**

37 After a grievance which is arbitrable is properly referred to arbitration, the parties shall
38 attempt as soon as reasonably convenient to select an arbitrator. If no such arbitrator can be

1 selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by
2 mutual agreement from a panel of seven (7) arbitrators obtained from the Federal Mediation and
3 Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from this
4 panel, the arbitrator shall be selected by each party alternately striking a name from the panel of
5 arbitrators with the remaining name serving as the arbitrator. The selection of the arbitrator shall
6 be completed within ninety (90) days following the date the Union submits to the Employer its
7 written notification of intent to arbitrate the grievance. It shall be within the sole discretion of
8 each party whether to bear the full cost of the expenses of its own witnesses and representatives,
9 including pay for all working time lost during an employee's regularly scheduled shift. In no
10 event shall one party be responsible for bearing the costs and expenses of the other party's
11 witnesses and representatives, including pay for all working time lost during an employee's
12 regularly scheduled shift. It is provided, however, that the Employer agrees to pay for actual
13 working time lost during the regularly scheduled shift of the Steward involved with the
14 grievance. The compensation and expenses of the arbitrator and any costs incurred in connection
15 with the location of the arbitration hearing shall be shared equally by the Employer and the
16 Union. It is provided, however, that if a scheduled arbitration hearing is canceled, adjourned or
17 postponed within seven (7) days or less prior to the scheduled date, then any fee that may be
18 assessed by the arbitrator due to the late cancellation, adjournment or postponement shall be paid
19 in full by the party making the cancellation, adjournment or postponement, unless such
20 cancellation, adjournment or postponement is the result of mutually resolving the grievance, in
21 which case the parties shall equally share any fees assessed by the arbitrator. Any employee
22 called as a witness either by the Employer or the Union shall be excused from the arbitration
23 hearing after the employee's testimony is completed, subject to the need for further testimony at
24 a later time.

25 **Section 7.7. Arbitrator's Powers**

26 The arbitrator shall limit decisions strictly to the interpretation and application or
27 enforcement of the provisions of this Agreement or its supplements and make no decision
28 contrary to or inconsistent with or modifying or varying the terms of this Agreement or its
29 supplements. The arbitrator shall have no authority to require the Employer to delegate, alienate
30 or relinquish any powers, duties, responsibilities, obligations, or discretions given it by state law
31 or City charter. The arbitrator's decision shall be final and binding upon the Union, Employer
32 and employees.

33 **NO STRIKE - NO LOCKOUT**

34 **Section 8.1. Prohibition**

35 The Union agrees that during the term of this Agreement neither it nor its officers,
36 representatives, committee members, its members nor the employees covered by this Agreement
37 will, for any reason, directly or indirectly call, sanction or engage in any strike, either complete
38 or partial, or in any complete or partial stoppage of work, walk-out, slow-down, sit-down, stay-
39 in, stay-away, boycott of a primary or secondary nature, refusal to perform assigned work,
40 limitation or withholding of work, picketing, or any other activities that may result in any
41 interference in any manner with the normal operations of the Employer and the services provided

1 by the Employer. The Employer agrees that during the term of this Agreement, it will not lock
2 out any employees covered by this Agreement.

3 The Employer reserves the sole right to discipline an employee or employees up to and
4 including discharge for violating any of the provisions of this Section. Any appeal to the
5 grievance and arbitration procedure shall be limited to the question of whether the employee or
6 employees did, in fact, engage in any prohibited activity provided in this Section.

7 This Section of the Agreement is in addition to the statutory provisions of Act No. 336,
8 State of Michigan, Public Acts of 1947, as amended, which prohibits strikes and related action
9 interfering with the normal operations and services of the Employer and the full and proper
10 performance of job duties by employees.

11 **STEWARDS**

12 **Section 9.1. Stewards**

13 Stewards and alternate Stewards, each of whom shall be a seniority employee working
14 for the Employer, shall be selected by the respective members of the bargaining unit to represent
15 the following districts: streets and parks, waste treatment and water, and office professionals.
16 The Employer shall be notified within five (5) working days of any changes in Stewards. A
17 Steward, during working hours and without loss of pay or time, shall investigate and present
18 grievances originating in the Steward's respective district to the Employer, provided the Steward
19 has obtained permission from the Steward's supervisor. The Steward or alternate Steward shall
20 be temporarily excused from assigned duties by the supervisor as soon as reasonably possible
21 and only after proper arrangements have been made for the continued performance of the
22 Steward's assigned duties.

23 When a Steward's Union duties require the Steward to visit a work area, the Steward shall
24 first contact the Supervisor of that area. It is recognized that the purpose of equitable
25 representation may require changes in districts by adding new or consolidating districts as
26 increases or decreases in the work force occur. Any such changes must be mutually agreed upon
27 by the Employer and the Union.

28 A Chief Steward will be allowed to investigate and present grievances in all districts.

29 **SPECIAL CONFERENCES**

30 **Section 10.1. Special Conferences**

31 Special conferences for any matters, including proposed grievances, may be arranged
32 between the Local Union President and the City Manager upon the request of either party.
33 Special conferences shall be informally arranged and the matters to be considered at such
34 meeting shall be by agreement of both parties. The number of persons needed at the conference,
35 which may include a representative of the MOUNT PLEASANT MUNICIPAL EMPLOYEES
36 ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND
37 OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM), shall be by agreement

1 between the parties involved. Neither the representative of the Employer nor the representatives
2 of the Union shall lose time or pay spent in such special conferences if the conferences are held
3 during the working hours of a particular participant in the conference.

4 **MANAGEMENT RIGHTS**

5 **Section 11.1. Rights**

6 Except as specifically amended or abridged by the terms of this Agreement, the
7 management and control of the Employer in all of its operations and activities, the determination
8 of all matters of Employer and management policy, operation and location; the location where
9 work will be performed; the direction of the working force, including only by way of illustration
10 and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause,
11 promote, demote, assign, transfer or layoff and recall employees, or to reduce or increase the size
12 of the working force; to establish job classifications of work and the number of employees
13 required and the number of hours in employee work schedules; to establish work schedules and
14 to provide and assign relief personnel; to eliminate totally or partially or combine or otherwise
15 revise existing job classifications; to establish new job classifications; to establish and change
16 from time to time reasonable rules and regulations, including safety rules and regulations; to
17 maintain safety, order and efficiency; to establish job descriptions as deemed desirable and
18 satisfactory work standards; to determine the nature and number of departments to be operated;
19 to discontinue totally or partially or combine or reorganize any part or all of the Employer's
20 operations; is within the sole prerogatives of the Employer. The Employer shall be the exclusive
21 judge of all matters pertaining to the services to be furnished and the methods, procedures,
22 means, equipment and machines required to provide such services; the standards of efficiency
23 and productivity; and the methods, processes, means and materials to be used. The Employer
24 shall have the right to continue and maintain its operations as in the past and prior to the
25 execution of this Agreement with the Union but the Employer shall also have the right to study
26 and use improved methods, means, equipment and outside assistance either in or outside of the
27 Employer's City-wide operations, including subcontracting. It is understood and the Union
28 agrees that the Employer reserves and retains solely and exclusively all of its inherent and
29 customary rights to manage and administer the Employer's operations in all respects. It is
30 provided, however, that these management rights shall not be exercised in violation of any
31 specific provisions of this Agreement.

32 **Section 11.2. Supervisors Doing Bargaining Unit Work**

33 The City has the right, depending upon circumstances, to have PACT (Professional,
34 Administrative, Confidential and Technical) employees perform regular bargaining unit work.
35 The City supports the approach that the majority of the bargaining unit work is performed by
36 members of the bargaining unit. However, under special circumstances a need may present itself
37 where a PACT employee will complete bargaining unit tasks, such as weather emergencies,
38 staffing emergencies (illness, death, leave of absence), and position vacancy or in cases of staff
39 and citizen safety; this list is not all inclusive. PACT employees will not work in a capacity, on a
40 regular basis, that negatively impacts bargaining unit overtime.

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FAIR EMPLOYMENT STANDARDS

Section 12.1. Discrimination Complaints

There shall be no discrimination in hiring, upgrading, demoting or transferring, in accordance with Federal, State or local laws and ordinances, or as to political party or union affiliation. Complaints regarding the application and interpretation of this Section of this Agreement may be processed in accordance with the grievance procedure established in this Agreement, but any such complaints shall not be subject to the arbitration procedure established in this Agreement. This does not prohibit arbitration of a grievance which primarily involves a complaint alleging violation of a different Section of this Agreement and a violation of this Section is alleged only as a secondary complaint.

Section 12.2. Reasonable Accommodation Obligation

The Union and the Employer recognize that, under state and federal law, the Employer has an affirmative duty to make reasonable accommodations with respect to the employment of eligible individuals who have certain handicaps or disabilities. This obligation to consider reasonable accommodations includes, for example, restructuring of jobs or restructuring of the method by which work product or results are accomplished, modification of work schedules and transfer or reassignment to a different job position. In situations where the Employer determines that a reasonable accommodation is appropriate in order to meet its obligations under the law, the Union agrees that the reasonable accommodation shall be implemented without challenge notwithstanding any provisions of this Agreement that may be in conflict. Accordingly, neither the Employer nor the Union shall be liable for any deprivation of rights suffered by an employee as a result of compliance with provisions of state and federal law regarding the initial employment or continued employment of eligible individuals with certain handicaps or disabilities and the duty to reasonably accommodate.

UNION RESPONSIBILITIES

Section 13.1. Union Business

No Union business will be performed on City time other than as required by Stewards to investigate grievances and others to represent the Union involved in grievance proceedings or in negotiations with Employer's representatives.

SENIORITY

Section 14.1. Acquiring Seniority

(a) New permanent, full-time and part-time [a person regularly scheduled to work twenty (20) or more hours per week] employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee satisfactorily finishes the probationary period, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the date the employee was hired. There shall be no seniority among probationary employees. During this period, an employee shall be considered a

1 probationary employee who may be laid off or discharged by the Employer without regard to this
2 Agreement. The Employer may extend the probationary period in situations where, in the
3 opinion of the Employer, an employee's performance has not been fully satisfactory, provided,
4 however, that any such extension shall not exceed an additional ninety (90) calendar days.

5 (b) Any temporary employee who is subsequently hired as a regular non-temporary
6 employee within the bargaining unit covered by this Agreement shall serve a probationary period
7 of six (6) months. When such an employee satisfactorily finishes the probationary period, the
8 employee shall rank for seniority from the employee's date of hire as a regular non-temporary
9 employee.

10 (c) An employee on authorized leave will continue to accrue seniority. It is provided,
11 however, that any leave time for which an employee does not either receive regular pay from the
12 Employer or receive accrued paid benefit time shall not be counted for purposes of determining
13 eligibility for wage step progression under the Employer's job classification pay plan.

14 (d) For purposes of this Agreement, seniority shall be defined to mean the length of
15 the employee's continuous service with the Employer commencing from the employee's last date
16 of hire as an employee in the bargaining unit covered by this Agreement. Employees who are
17 hired on the same date shall be placed on the seniority list in alphabetical order of their
18 surnames.

19 **Section 14.2. Seniority List**

20 The Employer agrees to furnish the Local Union President with a current seniority list on
21 a semi-annual basis (January and July).

22 **Section 14.3. Loss of Seniority**

23 An employee's seniority with the Employer shall be lost and the employment relationship
24 shall terminate under the following conditions:

25 (a) If the employee quits or retires.

26 (b) If the employee is discharged and the discharge is not reversed through the
27 grievance and arbitration procedure established in this Agreement.

28 (c) If the employee is on layoff status consecutively for a period of two (2) years or
29 the length of the employee's seniority acquired by the employee at the time of layoff, whichever
30 is the lesser.

31 (d) If the employee fails to return to work on the required date following recall to
32 work from layoff in accordance with the procedures established in this Agreement, unless the
33 employee's failure to return to work on the required date is otherwise excused for a reason
34 satisfactory to the Employer.

1 (e) If the employee fails to return to work on the required date following a leave of
2 absence or vacation, unless the failure to report is due to an emergency condition beyond the
3 control of the employee.

4 (f) If the employee is absent from work for two (2) consecutively scheduled
5 Employer work shifts for the employee without properly notifying the Employer, unless the
6 employee's failure to properly notify is excused for a reason satisfactory to the Employer. The
7 provisions of this subsection (f) are intended to apply only to an employee's obligation to
8 properly notify the Employer of absence within the required period of time. Regardless of
9 whether an employee properly notifies the Employer, the employee may still be subject to
10 disciplinary action up to and including discharge for the absence if the reason for the absence is
11 not satisfactory.

12 **Section 14.4. Preferential Seniority of Union Officers and Stewards**

13 Notwithstanding their position on the seniority list, the Stewards (in order of their most
14 recent dates of hire) and Local Union President, in that order, shall, in the event of a layoff only,
15 be continued at work as long as there is a job in the unit for which they have the necessary ability
16 to perform the remaining required work and provided they can satisfactorily meet the required
17 hours in the remaining work schedule. Such Union Stewards and officers shall be recalled to
18 work in the event of a layoff in the reverse order they were laid off to the first open job in the
19 unit for which they have the necessary ability to perform the remaining required work and
20 provided they can satisfactorily meet the required hours in the remaining work schedule.

21 **LAYOFF AND RECALL**

22 **Section 15.1. Layoff Definition and Determination**

23 For purposes of the layoff and recall Sections of this Agreement, the term “layoff” shall
24 refer to a reduction in the Employer's work force due to a lack of work, a decrease in work or a
25 change or reallocation in appropriation of funds by the Employer. In the event that a layoff is
26 deemed necessary, the determination as to which particular job classification or job
27 classifications within which particular department or departments shall be affected by the layoff
28 shall be made by the Employer.

29 **Section 15.2. Layoff**

30 When the work force is reduced and it becomes necessary to lay off an employee or
31 employees, the employees in the department and classification affected shall be laid off in the
32 following order:

- 33 (a) Temporary employees
- 34 (b) Part-time probationary employees
- 35 (c) Full-time probationary employees
- 36 (d) Part-time employee(s) with the least seniority

1 (e) Full-time employee(s) with the least seniority

2 An employee with seniority displaced from the employee's regular classification by
3 indefinite layoff shall be allowed to exercise seniority by replacing the employee with the least
4 seniority in the following order:

5 (a) Replacing the employee with the least seniority in the identical classification in
6 any other department.

7 (b) Replacing the employee with the least seniority in another classification within
8 the same department.

9 (c) Replacing the employee with the least seniority in any classification in any
10 department.

11 In all cases, an employee retained must presently have the necessary qualifications to
12 perform the remaining work, and must be able to meet the required hours in the remaining work
13 schedule.

14 The City agrees to provide a minimum of two (2) weeks' notice to the employee(s) to be
15 laid off.

16 The term "qualifications" shall be defined to include skill, ability, experience, training
17 and work record. The term "seniority" is defined under Section 14.1 of this Agreement.

18 **Section 15.3. Rate of Pay Applicable in Layoff Realignment**

19 An employee who, due to a layoff realignment under the layoff provisions of Section
20 15.2 of this Agreement, is in a different job classification shall receive the straight time regular
21 rate of pay in the new job classification pay range at the pay rate step which coincides with the
22 pay rate step the employee was at in the employee's former job classification. Thereafter, the
23 employee shall progress in pay rate within the established pay range in accordance with the
24 procedures established under this Agreement.

25 **Section 15.4. Recall and Recall Procedure**

26 Recall to work from layoff for employees who have seniority shall be accomplished by
27 recalling the employee with the greatest seniority in the particular job classification affected by
28 the recall. Further recalls to work shall follow the order of seniority in the job classification
29 affected. An employee who has seniority and is laid off from the employee's regular job
30 classification shall have recall rights to the employee's regular job classification; provided,
31 however, that in all cases any employee recalled must presently have the qualifications to
32 perform the remaining work, must be able to meet the required hours in the remaining work
33 schedule and must accept such recall when offered.

34 If an employee who has seniority is laid off, and prior to the effective date of such layoff
35 the Employer has posted, distributed and/or otherwise given notice of the date of resumption of
36 work, the employee shall report to work as provided in such notice.

1 When employees who have seniority are recalled to work from a layoff without prior
2 knowledge of the date of resumption of work, the Employer may attempt to telephone the
3 employee first in an attempt to give the employee notice of the recall. The notification of recall
4 to work shall be confirmed by the Employer by certified mail sent to the employee's last known
5 address on file with the Employer, regardless of whether the employee was, in fact, contacted by
6 telephone. If an employee fails to reports for work within seven (7) days, excluding Saturday
7 and Sunday, from the date of the postmark of the notice of recall sent by certified mail, the
8 employee shall be considered a voluntary quit, unless excused for a reason satisfactory to the
9 Employer. shall be the employee's sole responsibility to keep the employee's current telephone
10 number and mailing address on file with the Employer, and the Employer's reliance on these
11 records shall mean that the Employer's obligations under this Section are fully satisfied.

12 **Section 15.5. Exceptions**

13 Exceptions or deviations from the layoff procedure set forth in Section 15.3 of this
14 Agreement may be necessary or desirable in appropriate circumstances. Any exceptions or
15 deviations shall be subject to mutual agreement between the parties and, as such, may properly
16 be made the subject of a special conference.

17 **TRANSFERS**

18 **Section 16.1. Transfer In and Out of TPOAM Bargaining Unit Position**

19 (a) If an employee is transferred from one bargaining unit recognized by the
20 Employer to the bargaining unit covered by this Agreement, the employee's length of service
21 with the Employer shall be recognized for the purpose of benefits provided for in this
22 Agreement, except for pay, promotion, layoff and any other benefits or terms for which the
23 employee may by state or federal law be ineligible. Effective on the date of the transfer, the
24 employee shall enter into the probationary period set forth under this Agreement and shall
25 acquire seniority in this bargaining unit as provided for other employees under the provisions of
26 this Agreement.

27 (b) If an employee is transferred to a position under the Employer not included in the
28 Union and is thereafter transferred again to a position within the Union within two (2) years, the
29 employee shall have accumulated seniority while working in the position to which the employee
30 was transferred. Employees re-transferred under the above circumstances shall retain all rights
31 accrued for the purpose of any benefits provided for in the Agreement.

32 **Section 16.2. Movement of Work**

33 The Employer agrees to discuss with the Union any movement of work not covered by
34 this Agreement in order to protect the seniority of the employees involved. This Section shall be
35 limited to significant movements of work such as, by way of illustration but not limitation,
36 relocation of one of the Employer's street department garages and shall not apply to day-to-day
37 work assignments, temporary transfers, or minor reassignments of work.

1 **Section 16.3. Temporary Transfers to a Different Job Classification**

2 The Employer reserves the right to make temporary employee transfers from time to time
3 to a different job classification as determined by the personnel and service requirements of the
4 Employer. The Employer agrees that temporary employee transfers to a different job
5 classification shall not be made for the sole purpose of avoiding overtime pay under the
6 provisions of this Agreement.

7 Employees who are temporarily transferred for a period of three (3) consecutive hours or
8 less shall receive the straight time regular rate of pay of their regular job classification for the
9 period of the temporary transfer.

10 Employees who are not fully qualified for the temporary transfer job and who are
11 temporarily transferred for a period of more than three (3) consecutive hours shall receive either
12 their current rate of pay or the straight time regular rate of pay for the job to which they were
13 temporarily transferred at the pay rate step which is immediately higher than the pay rate step the
14 employee currently receives, whichever is greater, for the period of the temporary transfer.

15 Employees who are fully qualified for the temporary transfer job and who are temporarily
16 transferred for a period of more than three (3) consecutive hours shall receive either their current
17 rate of pay or the straight time regular rate of pay for the job to which they were temporarily
18 transferred at the pay rate step the employee currently receives, whichever is greater, for the
19 period of the temporary transfer.

20 **Section 16.4. Temporary Transfers Within the Same Job Classification**

21 (a) Temporary Job Assignment

22 The Employer shall have the right to determine and make, from time to time, temporary
23 job assignments and temporary job transfers for employees to any area or shifts or work
24 schedules within their job classifications.

25 In situations where a temporary job assignment or job transfer for an employee within
26 classification would involve assignment to a different shift as compared to the employee's
27 normal work shift, the Employer agrees to first attempt to solicit volunteers from among
28 employees who are considered and determined by the Employer as qualified and available. In
29 the event that a sufficient number of volunteers are not obtained, the Employer agrees to make a
30 good faith attempt to distribute temporary assignments to a different shift among employees who
31 are considered and determined by the Employer as qualified and available on as reasonably
32 equitable basis as practicable.

33 It is expressly understood and agreed that a temporary job assignment or job transfer for
34 an employee within classification may be made for the sole purpose of avoiding overtime pay
35 under the provisions of this Agreement. It is provided, however, that in situations where the
36 temporary transfer involves assignment to a different shift as compared to the employee's normal
37 work shift, the Employer agrees that such transfer, if made for the sole purpose of avoiding
38 overtime pay under the provisions of this Agreement, shall be made only in cases where the
39 temporary transfer or assignment is anticipated to be of four (4) or more workdays.

1 (b) Temporary Transfer to Cover for Declared Vacancy

2 In situations where a temporary job assignment or job transfer for an employee within
3 classification involves assignment to a different shift as compared to the employee's normal work
4 shift and the temporary transfer is being made in order to cover a vacancy which is not due to a
5 leave of absence or vacation, the Employer agrees to make a good faith attempt to secure a
6 replacement employee for the vacancy within a reasonable period of time not to exceed six (6)
7 months, unless unusual circumstances are involved and a longer period of time is therefore
8 necessary.

9 **Section 16.5. Temporary Transfer to a Different Shift for Shift Exposure**

10 In the event the Employer and two (2) employees within the same job classification agree
11 to temporarily change shifts, the affected employees have the following compensation options:

- 12 (a) An hourly add on of \$1.50 for each hour worked on the new shift, or
13 (b) Accruing compensatory time at the rate of .10/hour for each regular hour paid
14 (example: eighty [80] hours paid equals eight [8] hours of compensatory time accrued).

15 An employee currently receiving a shift premium shall retain such premium throughout
16 the temporary transfer period regardless of the shift assignment. An employee transferring
17 temporarily to a shift incorporating a premium shall receive the premium throughout the transfer
18 period.

19 **JOB POSTING AND BIDDING PROCEDURES**

20 **Section 17.1. Posting of Jobs**

21 All vacancies occurring in existing permanent job positions or new permanent job
22 positions shall be posted on the bulletin boards for eight (8) calendar days prior to ceasing to
23 accept applications and a copy provided to the Local Union President. Employees who have
24 seniority and who are interested shall apply on a form provided by the Employer during the
25 posting period, provided there is no violation of the Nepotism Policy.

26 If the position is not filled within six (6) months of the advertising deadline, the
27 Employer will notify the Union President as to why the position has not been filled. Prior to re-
28 advertising for the position, the Employer will follow the posting and bidding procedure.

29 It is provided, however, that when such a vacancy occurs and it is determined that there is
30 no longer a need to have the work of that particular job position performed on the same basis,
31 there shall be no obligation on the part of the Employer to post for bidding such vacancy.

32 Although the job posting and bidding procedures set forth in this Section and set forth in
33 Section 17.2, Section 17.3 and Section 17.4 of this Agreement are applicable only to employees
34 who have seniority, the Employer reserves the right in its discretion to allow probationary
35 employees and/or non-bargaining unit employees to submit application for posted job positions.
36 It is provided, however, that in situations where there are either no seniority bargaining unit

1 employee bidders or there are no seniority bargaining unit employee bidders who are determined
2 to be qualified, then the decision regarding whether to award a posted job position to a
3 probationary employee or a non-bargaining unit employee or to fill the position from some other
4 source is within the discretion of the Employer.

5 Definition of Vacancy. The term "vacancy" for purposes of this Section and any other
6 Section of this Agreement shall be defined to mean a job position falling within the bargaining
7 unit covered by this Agreement which the Employer has determined to fill or staff on a regular
8 basis with an employee or employees. The determination to fill or staff a job position on a
9 regular basis, thereby creating a vacancy, is reserved to the Employer within its sole discretion.
10 Under no circumstances can a vacancy automatically occur. A vacancy is not created until such
11 time as the Employer affirmatively decides to fill or staff with an employee or employees on a
12 regular basis what was either a previously existing job position or what is a newly created job
13 position. For example, a vacancy is not automatically created merely because an employee
14 transfers out from what was a previously existing job position or because an employee is no
15 longer employed by the Employer.

16 **Section 17.2. Awarding of Jobs**

17 Standard, oral, written and/or practical tests may be uniformly administered to determine
18 the qualifications and ability of the applicants. Appointments shall be made on the basis of
19 qualifications and ability and seniority. If the senior applicant(s) is denied the position, the
20 applicant shall be advised in writing of the reasons for the denial. The Local Union President
21 shall be provided a list of the names of those who bid for the job and to whom it was awarded. It
22 is agreed that this Section shall continue to be applied and interpreted in accordance with the
23 Employer's established practices.

24 The Employer shall determine the interviewing procedure and rating process to be
25 utilized in assessing the qualifications and ability of an applicant or group of applicants. This
26 includes determining the factors to be considered and the degree of weight to be assigned to
27 those factors. If, as a result of the interviewing and rating process, two (2) or more applicants are
28 assessed as equal, then the employee-applicant with the greatest seniority shall be awarded the
29 job bid. For purposes of this Section, two (2) or more employee-applicants who, as a result of
30 the interviewing and rating process, achieve a total numerical score that is within five percent
31 (5%) of each other shall be assessed as equal.

32 **Section 17.3. New Job Trial Period**

33 An employee awarded the position shall have a maximum of six (6) months trial period
34 to demonstrate the employee's ability to satisfactorily perform the work. During the trial period,
35 the employee may be returned by the Employer to the employee's former position prior to the
36 completion of the trial period. The decision to return an employee to the employee's former
37 position is reserved to the Employer within its discretion, and the Employer's judgment in this
38 regard shall not be subject to challenge unless it is asserted that the Employer's judgment was
39 exercised for discriminatory or arbitrary reasons. The employee shall be advised in writing of
40 the reasons for being returned to the former position. The Employer may, at any time during the
41 trial period after the first thirty (30) days elect to permanently classify the employee in the new
42 position. The employee may elect to return to the employee's former position during the first

1 thirty (30) days of the trial period. In the event that the employee is undecided about staying in
2 the new position at the end of thirty (30) calendar days, the employee may, with the approval of
3 both the supervisor in the employee's former position and the supervisor in the employee's new
4 position, extend the trial period for a period not to exceed thirty (30) calendar days.

5 **Section 17.4. Rate of Pay Applicable**

6 In situations where an awarded position involves an employee transferring to a different
7 job classification, the employee will receive the rate of pay for the new classification equal to the
8 employee's present pay step, including any applicable premium pay.

9 **TRAINING**

10 **Section 18.1. Training Programs**

11 The Employer may institute training programs to improve job skills, general knowledge
12 and job safety, and to qualify employees for promotion to advanced positions. Employees shall
13 be reimbursed for lost work time and all reasonable expenses incurred therewith.

14 The opportunity for cross training shall be available to Employees on a citywide basis. A
15 written request for cross training shall be submitted to the affected division head(s). Cross
16 training can actually occur only if the Employee or Employees affected agree and only if the
17 department or departments affected agree. In order to engage in cross training, the situation does
18 not necessarily need to involve an exchange or switch of two employees between job positions.
19 Cross training requests shall be considered for approval and addressed on an individual basis.

20 **Section 18.2. Education Benefit**

21 (a) The Employer will provide education assistance for tuition and associated fees for
22 all seniority full-time employees not to exceed \$5,250 in 2017. The assistance amount will be
23 evaluated on an annual basis and follow the IRS non-taxable fringe benefit guidelines. Payment
24 will be made following receipt of a bill from an accredited adult education school or university.
25 Part-time employees may receive a prorated benefit amount as noted below:

30 hour per week employee	20 hour per week employee
70% of the full-time employee education assistance	50% of the full-time employee education assistance

26
27 The above coverage will be available, provided the following conditions are met:

- 28
29 1. The Application for reimbursement and course description are submitted
30 and approved by the Human Resources Director prior to enrollment in
31 accordance with the advance notification requirement established in this
32 paragraph. The Employer's budget for the fiscal year is usually finalized
33 in the month of December following a six (6) month budgetary process.
34 Therefore, in order for an application to be eligible for consideration, an
35 employee seeking further education under this Section is required to

- 1 request approval by their immediate supervisor during the budget process
2 and submit the application for approval to the Human Resources Director
3 no later than May 1 of the current year.
- 4 2. The course is job related or reflects on improved job performance, or is a
5 degree requirement. A “degree” is defined as a field of study that is
6 directly applicable to the City, employee’s current position or to be used
7 toward a position which the City would employ.
- 8 3. A grade of "C" or better is attained on adult education or undergraduate
9 work and a grade of "B" or better is attained on graduate work.
- 10 4. In the event the employee is receiving the cost of the tuition from another
11 source (another employer or spouse’s employer, etc.), the employee shall
12 only be reimbursed for required text books if not subject to reimbursement
13 from another source in accordance with 1, 2 and 3 above.
- 14 5. Upon receiving the grade report, the employee has two (2) weeks in which
15 to submit the grade report to Human Resources.
- 16 6. If the conditions of paragraph 3 and 5 of this section are not met, or the
17 employee withdraws from the course, then the employee will be subject to
18 payroll deduction for the amount of the course(s) in question.
- 19 a. Payroll deduction will commence immediately. The deduction
20 will be divided equally among the next six (6) pay periods (or
21 fewer at the employee’s request).
- 22 b. If the employee receives this benefit and then terminates
23 employment with the City for any reason within a one (1) year
24 period from the date of the course completion, the employee will
25 be required to refund the City for all education benefit funds
26 provided within the previous 12 month period. Advanced funds
27 will be deducted from the employee’s final paycheck or leave
28 payout, if necessary.
- 29 7. If an employee is in the process of repayment for a previous class, the
30 employee will not be allowed to utilize the education benefit until the
31 previous tuition advance is repaid.
- 32 8. Other training seminars and workshops appropriate to the employee’s
33 performance of his/her job shall be reimbursed according to policies set
34 forth in Administrative Memo No. 3-87.
- 35 9. Approved non-traditional courses will be paid using the per credit hour
36 rate established for traditional coursework at the community college or
37 university the non-traditional course is taken. An annual dollar maximum
38 will be established at the time of the employee’s initial request.

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WORKING HOURS AND PAY PERIODS

Section 19.1. Pay Periods

The established work week shall start at 12:00 a.m. each Sunday and end at midnight the following Saturday. Pay periods will be bi-weekly and shall end at midnight Saturday.

Section 19.2. Work Schedules

Throughout this contract, Saturday shall be defined as an employee's first day off following the regular work schedule, and Sunday shall be defined as the second day off following the regular work schedule.

The particular days and starting and ending times that are included in an individual employee's regular work schedule shall be as determined by the Employer in accordance with the requirements and needs of the department or area within which an employee is working.

The regular work schedule of a full-time employee shall consist of five (5) eight (8) hour work days, equaling forty (40) hours in a work week. Any change in established shift hours shall be mutually agreed to by the employee or employees affected and the Employer.

The regular work schedule of a part-time employee shall be established at the time of hire. Any change in established shift hours shall be mutually agreed to by the employee or employees affected and the Employer.

It is agreed that a Division Director may approve a change in a work schedule other than five 8-hour days for an employee when the employee has extenuating personal circumstances that necessitate such a change. Any such change in schedule must be mutually agreed in writing by the supervisor, employee, and employees affected so that agreements about when overtime pay is applied are expressly understood.

Each employee will have one (1) 15 minute rest period during each one-half work day and one-half hour or one-hour lunch break (depending on the approved schedule) each workday.

Section 19.3. Part-Time Employee Benefits

A part-time employee is an employee regularly scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week. A part-time employee shall be entitled to pro-rated benefit time, including vacation, sick, holiday, funeral and personal time, based on the straight time hours paid in a calendar month relative to the accrual rate of a full-time employee with a like date of original hire and continuous employment. In an emergency, the City Manager may grant additional leave without pay.

Section 19.4. Summer Flexible Hours Program

Employees who desire to work a different work schedule during the summer may alter their schedule if approved by his/her Department Head and Division Director. The summer

1 flexible hours program will begin the Sunday after Memorial Day and will end the Saturday
2 before Labor Day.

3 (a) Four (4) ten (10) hour days within a seven (7) day period.

4 Each employee will remain on the flex schedule throughout the entire summer period, but
5 weekly work periods may be rotated to ensure the presence of sufficient personnel to provide a
6 department's service.

7 During the week of July 4, employees on the 10 hour schedule will schedule eight (8)
8 hour days all week.

9 Schedules must be arranged so that all offices will continue to be open from 8:00 a.m. to
10 4:30 p.m., Monday through Friday, and so that each department will have sufficient personnel on
11 all shifts.

12 Each employee will have one (1) fifteen (15) minute rest period during each one half
13 work day and one half hour or one (1) hour lunch break (depending on approved schedule) each
14 workday.

15 Premium pay for flex overtime work: During the summer flexible hours program,
16 overtime compensation shall be paid as follows:

17 (a) Ten (10) hour schedule: At the rate of time and one half for all hours worked in
18 excess of ten (10) hours in one day or forty (40) hours in one week.

19 Provisions governing call pay and overtime on Saturdays, Sundays or holidays will apply
20 as specified in the Agreement. It should be noted that an employee's flex day off does not count
21 toward the first or second day off when determining whether it is a person's "Sunday" for double
22 time purposes. The employee's regular non-flex schedule will be used to determine first day off
23 and second day off.

24 Vacation and sick leave will continue to accrue on the same basis as described in the
25 Agreement. Available vacation, personal time and sick leave available may be used on an hourly
26 basis.

27 Employees will be expected to be at their work stations to begin work promptly at the
28 start of their scheduled shift, observe the scheduled lunch period and remain working until the
29 end of the day. Failure to adhere to the schedule could end the special summer flexible hours
30 program.

31 The summer flexible hours program may end before the Saturday before Labor Day if a
32 majority of the involved employees request an end to the program; if the starting, ending, rest or
33 lunch periods are abused; if the services are being ineffectively or inefficiently provided; or the
34 offices fail to be sufficiently staffed due to the summer flexible hours program.

1 **Section 19.5. Shift Preference**

2 In situations where the Employer has established and operates more than one (1) regular
3 shift on a permanent basis and a vacancy occurs in a permanent job position which is intended to
4 be filled by the Employer, shift preference rights based on seniority shall be allowed to be
5 exercised by other employees who may be permanently classified and working in the same job
6 classification and same department within which the vacancy occurs, provided any such
7 employees indicate a desire to exercise shift preference rights. The question of whether a
8 probationary employee may have the opportunity to exercise shift preference rights in the same
9 manner as permanently classified employees under this Section shall be within the sole
10 discretion of the Employer. In situations where an employee's special skills, experience,
11 qualifications or training are needed on a particular shift and such employee desires to exercise
12 shift preference rights to which the employee may be entitled under this Section, the Employer
13 reserves the right to retain the employee on the employee's current shift for a reasonable period
14 of time in order to afford the Employer a period of time within which to insure that another
15 employee will be available on that particular shift who has the necessary special skills,
16 experience, qualifications or training. In the event the employee questions the reasonableness of
17 the time period, the employee shall have the right to a review by the Labor-Management
18 Committee. As a means of determining whether any eligible employees wish to fill a vacancy
19 under the provisions of this Section, the Employer may elect to either post the vacancy pursuant
20 to the job posting and bidding procedure established in this Agreement or to utilize some other
21 procedure for determining the desires of employees who may be eligible for the exercise of shift
22 preference rights.

23 For purposes of clarification, the provisions of this Section shall be interpreted to mean
24 that shift preference rights based on seniority are available to all employees working in the same
25 classification and department in situations when the Employer establishes and implements a non-
26 temporary restructuring or reorganization of one (1) or more regular shift schedules within the
27 department and classification. The exercise of such shift preference rights shall be subject to the
28 exception where an employee's special skills, experience, qualifications or training are needed on
29 a particular shift.

30 **OVERTIME**

31 **Section 20.1. Premium Pay for Overtime Work**

32 Overtime compensation shall be paid as follows:

33 (a) All hours worked in excess of a regular work day including hours contiguous to
34 the regular work day will be paid at time and one-half. The City will provide additional break
35 periods as needed, during times of extended overtime work hours.

36 (See Summer Flex Section for specifics on the 10 hour/day flex schedule.)

37 (b) Hours worked on a Saturday - time and one-half, provided the employee worked
38 all of the employee's scheduled hours in the normal workweek immediately preceding the

1 Saturday. It is agreed that absence from work during the normal workweek that is paid time off
2 shall count as time worked.

3 Exception and Clarification: Saturday overtime pay under this paragraph only applies to
4 an employee whose work schedule does not include Saturday as part of the normal schedule.
5 Employees whose normal work schedule includes Saturday are not entitled to Saturday overtime
6 pay and such employees shall be paid at straight-time hourly rate for working regularly assigned
7 hours and shifts on Saturday. Employees whose regular work schedule includes Saturday shall
8 have their first day off defined as their “Saturday” for overtime pay.

9 Exception and Clarification: Sunday overtime pay under this paragraph only applies to
10 an employee whose work schedule does not include Sunday as part of the normal schedule.
11 Employees whose normal work schedule includes Sunday are not entitled to Sunday overtime
12 pay and such employees shall be paid at straight-time hourly rate for working regularly assigned
13 hours and shifts on Sunday. Employees whose regular work schedule includes Sunday shall
14 have their second day off defined as their “Sunday” for overtime pay.

15 (c) Non-Standard Shift

16 An employee scheduled to regularly work a non-standard shift (something other than
17 Monday through Friday) will have their first day off defined as their Saturday and their second
18 day off defined as their Sunday, for the purposes of overtime and double time pay.

19 In all situations, hours worked on a “Saturday” will be paid at the overtime rate of time
20 and one-half. Hours worked on a “Sunday” will be paid at a double time rate, including hours
21 worked under Section 22.1 Call back.

22 (d) A part-time employee will be paid overtime at time and one-half, for all hours
23 worked in excess of their regular work day including hours continuous to the regular work day.

24 Exception and Clarification: When a mutually agreed upon schedule adjustment is made,
25 a part-time employee will then be paid overtime for hours worked over eight (8) hours in a day.
26 At the time of hire, the part-time employee will be notified of specific annual work periods
27 where the work schedule will be altered due to high departmental workload. The City will alter a
28 part-time employees schedule to avoid overtime and meet customer demands during high volume
29 periods. For example: July and December in Finance to assist with tax processing, an approved
30 leave of absence for a full-time employee or during a position vacancy; this list is not all
31 inclusive.

32 Exception and Clarification: When the Employer initiates a shift change, including a
33 shift bid, such that the employee receives only one (1) day off between shifts, they shall be
34 compensated at time and one-half for the hours worked on the first day of the new shift. If the
35 employee receives no days off between shifts, they shall be compensated at time and one-half for
36 the hours worked on the first day of the new shift and double time for the hours worked on the
37 second day of the new shift.

1 **Section 20.2. Overtime Work**

2 For the purpose of determining hours worked, authorized paid leave time shall be
3 considered time worked. The preceding definition shall also apply for the purpose of overtime
4 calculation for longevity benefit payments. Employees shall work a reasonable amount of
5 overtime when so directed by their supervisor.

6 **Section 20.3. Compensatory Time**

7 Each employee will have the option of accruing compensatory time in lieu of payment
8 except when wages are being paid by or reimbursed by grant or external funding sources.
9 Compensatory hours are earned at the rate of one and one-half (1½) hours for each overtime hour
10 worked or at a rate of two (2) hours for each double time hour worked.

11
12 Each employee will be allowed to accumulate compensatory time as defined below. The
13 hours accumulated will be listed on the employee’s pay stub.

40 hour per week employee	30 hour per week employee	20 hour per week employee
130 hours	98 hours	65 hours

14
15 If the accumulated balance exceeds the maximum allowed, the excess will be paid.

16 The number of hours listed on the pay stub will be the “record” of an employee’s accrued
17 time. If an employee believes this amount is incorrect, they must approach payroll within two
18 (2) pay periods regarding the discrepancy or the payroll records will not be changed.

19 In order for employees to use the compensatory time as paid time off, they must have
20 adequate time currently banked to cover the time requested. The requested time off must be
21 approved in advance by the supervisor.

22 Compensatory time may be taken in no less than thirty (30) minute increments.

23 Each year a seniority employee may request payment of unused accumulated
24 compensatory hours as defined below:

40 hour per week employee	30 hour per week employee	20 hour per week employee
30 hours	23 hours	15 hours

25 The employee must complete the appropriate payroll form by November 1 each year to
26 request this payout. The elected hours will be paid out during the month of December.

27 Annually on December 31, hours remaining in the compensatory time bank in excess of
28 100 will be deposited into the employees’ Health Care Savings Program. Refer to Section 30.8.
29 Health Care Savings Program.

1 **Section 20.4. Temporary Employees**

2 Temporary employees shall be allowed to perform overtime work when the overtime
3 work involved is an immediate extension beyond the end of the normal shift and was being
4 performed by such employees during the normal shift. It is provided, however, that in situations
5 where both TPOAM and temporary employees are working together in the same crew on the
6 same job and that job extends beyond the end of the normal shift and the overtime work requires
7 less than the original crew, then the TPOAM employee or employees in the crew shall be given
8 the opportunity to perform the overtime work.

9 Temporary employees shall also be allowed to perform overtime work at any time when
10 an emergency situation exists in the department affected.

11 Temporary employees shall also be allowed to perform overtime work at any time when
12 TPOAM employees within the department affected who are presently qualified have first been
13 offered the overtime work opportunity and refused.

14 **Section 20.5. No Duplication or Pyramiding**

15 There shall be no duplication or pyramiding of overtime hours or pay or premium pay
16 under any Section of this Agreement. This prohibition on duplication or pyramiding shall be
17 interpreted to mean that, to the extent that hours are compensated for at an overtime pay rate or
18 premium rate under one provision of this Agreement, such hours shall not be counted as hours
19 worked in determining overtime pay rates or premium rates under the same provision or any
20 other provision of this Agreement.

21 **EQUALIZATION OF HOURS**

22 **Section 21.1. Overtime Work Distribution Equalization**

23 (a) Extra hours during periods of overtime operation should be distributed among
24 employees in the same classification within the same department as far as reasonably practicable.
25 It is provided, however, that this distribution of overtime work on a reasonably practicable basis
26 shall not apply to work requiring a special skill, ability, training, or experience which is not
27 shared by all employees in the particular classification. Employees performing such overtime
28 work requiring a special skill, ability, training or experience shall, however, be charged with the
29 amount of overtime hours worked for purposes of distribution. It is also recognized that, in
30 situations involving overtime work beyond the regular shift, such overtime work shall be
31 performed by the employee or employees who performed the work during the regular shift.
32 Information concerning distribution of overtime work hours shall be available upon request to
33 the specific department and shall be posted every two weeks on the bulletin boards so that
34 employees involved may check their standing. When an employee is offered overtime work but
35 refuses the offer, or when an employee trades off an assignment and that assignment results in
36 overtime work being performed, the employee shall be charged as if the employee had worked
37 for purposes of distribution. If an employee accepts an overtime work assignment and fails to
38 report, unless excused for a reason satisfactory to the Employer, the employee shall be charged
39 with double the amount of overtime hours the employee would have worked for purposes of

1 distribution. Employees who are assigned overtime work who refuse the assignment and
2 employees who accept an overtime work assignment and fail to report and work the assigned
3 hours shall be subject to disciplinary action separate and apart from any charging of hours for
4 purposes of distribution under this Section. Overtime work distribution will be computed from
5 January 1 through December 31 each year and, at the completion of this twelve (12) month
6 period of time, employees shall be placed at zero (0) hours for the commencement of the next
7 yearly period of time. Questions regarding overtime work distribution shall be discussed by the
8 parties as they arise, and, if a remedy is deemed appropriate, such remedy shall be limited to
9 balancing. The record of overtime hours shall be maintained on a mutually agreed upon form.

10 (b) When practicable and agreed upon by the supervisor and all employees in the
11 department, a window period may be established during which employees can opt to be taken off
12 the overtime equalization list. At the end of the window period, the employees who opted out
13 will be charged with the highest number of overtime hours accrued during the window period.

14 (c) In case of a new hire or an employee who bids into another classification, the
15 number of overtime hours charged to the employee in the new classification will be the average
16 number of such hours then charged to all other employees in the new classification.

17 (d) Whenever an employee is on a leave of absence or sick leave for a duration of
18 eighty (80) normally scheduled working hours or more, the employee, upon return from such
19 leave, shall be placed back into the employee's classification and charged with the average
20 number of overtime hours worked during the employee's absence for purposes of distribution.

21 (e) It is expressly understood and agreed that employees who wish to be considered
22 eligible for performance of overtime work must have on file with the Employer the employee's
23 current telephone number or some other telephone number at which the employee can be reached
24 after regular working hours. Failure to have such telephone number on file shall mean that the
25 employee is not eligible to participate in the equalization or distribution of overtime work or
26 work outside of regular working hours.

27 **CALL BACK**

28 **Section 22.1. Call Back**

29 An employee called back to work outside of their regular work schedule shall receive
30 compensation as provided below:

31 (a) Overtime Contiguous to the Regular Work Shift

32 Overtime hours worked in conjunction with the start or end of a regular work shift will be
33 paid at time and one-half for time worked.

34 (b) Overtime Not Contiguous to the Regular Work Shift

35 Less than 24 hour notice to work overtime – Any employee who receives less than a 24
36 hour notice to work required overtime, which is not contiguous to their regular work shift, will
37 be compensated for a minimum of three (3) hours at time and one-half.

1 24 hour notice (or more) to work overtime – An employee who receives a notice of 24
 2 hours or more to work required overtime, which is not contiguous to their regular work shift, will
 3 be compensated for a minimum of two (2) hours at time and one-half.

4 (c) Mandatory Meetings in a 24 Hour Operation

5 If a department requires 24 hour staffing and an employee is required to attend a meeting
 6 during their off hours, which is not contiguous to the employee’s regular work shift, the
 7 employee will be compensated at a minimum of three (3) hours at time and one-half.

8 (d) Overtime or double time compensation related to work on a “Saturday” or
 9 “Sunday” will be paid in accordance with Section 20.1 Overtime of this Agreement.

10 (e) Holiday pay will be paid in accordance with Holidays – Sections 23.1, 23.2 and
 11 23.3 of this Agreement.

12 (f) Call Back Overview

	Less than 24 hours advance notice of overtime	24 or more hours of advance notice of overtime
Contiguous to the end of the regular work shift	Paid at time and one-half for time worked	Paid at time and one-half for time worked
Contiguous to the beginning of the regular work shift	Paid at time and one-half for time worked	Paid at time and one-half for time worked
Not contiguous to the regular work shift	Paid at a minimum of three (3) hours at time and one-half	Paid at a minimum of two (2) hours at time and one-half
<u>Exception</u> – Mandatory meetings in a 24 hour operation		Paid at a minimum of three (3) hours at time and one-half

14 **HOLIDAYS**

15 **Section 23.1. Holiday Pay**

16 (a) All full-time employees shall receive one (1) regularly scheduled work day’s pay
 17 at their straight time regular rate of pay, exclusive of all premium pay, for each of the following
 18 eight (8) paid holidays recognized under this Agreement and shall receive one-half (1/2)
 19 regularly scheduled work day’s pay at their straight time regular rate of pay, exclusive of all
 20 premium pay, for the following one-half day holiday recognized under this Agreement, provided
 21 the employee is eligible under the rules established in this Agreement.

22 (b) Part-time employees scheduled to work on the following eight (8) holidays shall
 23 receive compensation at their straight time regular rate of pay for the number of hours per day
 24 the employee is regularly scheduled to work on that particular holiday and shall receive one-half
 25 (1/2) regularly scheduled work day’s pay at their straight time regular rate of pay, exclusive of

1 all premium pay, for the following one-half day holiday recognized under this Agreement. ,
2 provided the employee is eligible under the rules established in this Agreement.

3 Recognized Holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Good Friday (1/2 day from noon to midnight)	

4 The reference to "exclusive of all premium pay" set forth in this Section does not include
5 separate hourly add-ons to an employee's hourly pay rate received pursuant to the License or
6 Certificate and Special Premium Schedule set forth in Section 36.1. of this Agreement.

7 **Section 23.2. Holiday Pay Eligibility**

8 Employee eligibility for holiday pay is subject to the following conditions and
9 qualifications:

10 (a) The employee must work all of the scheduled hours assigned to the employee
11 pursuant to the applicable City work schedule or as otherwise needed on the last scheduled day
12 before the recognized holiday and on the first scheduled day after the recognized holiday, unless
13 the employee uses approved paid time off.

14 (b) An employee who is on layoff or on any type of leave of absence or on non-active
15 working status of any kind as of the date of the recognized holiday shall not be entitled to
16 holiday pay.

17 (c) If an employee is absent on an authorized vacation and a recognized holiday falls
18 within the employee's authorized vacation, the employee will receive holiday pay.

19 (d) An employee who is scheduled to work pursuant to the applicable Employer work
20 schedule on a recognized holiday, or who otherwise agrees to work on a recognized holiday but
21 fails to report and work all of the scheduled hours, shall not be entitled to holiday pay.

22 (e) When recognized holidays occur on Sunday, then Sunday will be considered and
23 observed as the recognized holiday for purposes of premium pay. When recognized holidays
24 occur on Saturday, then Saturday will be considered and observed as the recognized holiday for
25 purposes of premium pay. When city offices are closed on a weekday (Monday through Friday)
26 as the result of the holiday falling on a Saturday or Sunday, the employees regularly scheduled to
27 work on that weekday are scheduled for the day off with pay.

28 (f) Holiday Definition. The hours of a recognized holiday for purposes of this
29 Agreement shall be defined as the twenty-four (24) hour period for the calendar day on which the
30 recognized holiday occurs. This definition applies regardless of what may be an employee's
31 normal work shift schedule.

1 **Section 23.3. Holiday Work**

2 An employee who actually works on the calendar day of a holiday recognized under this
3 Agreement shall receive double time the employee's straight-time regular rate of pay for hours
4 actually worked and, in addition, shall receive the holiday pay set forth in Section 23.1. of this
5 Agreement, provided the employee is eligible for the holiday pay under the conditions and
6 qualifications established in Section 23.2. of this Agreement.

7 Double time and holiday pay are broken down as follows:

8 (a) Employee will receive 8 hours of pay at their regular straight time rate for hours
9 worked (example: a full-time person will receive 8 hours, which is applied to the standard 40
10 hour work week).

11 i) Standard work hours may only be paid to the employee.

12 (b) Employee will receive an additional 8 hours of pay at their regular straight time
13 rate for hours “worked” on the recognized holiday (example: a full-time employee will receive 8
14 hours).

15 i) Holiday “worked” hours may be paid to the employee or placed in the
16 compensatory time leave bank.

17 (c) Employee will receive 8 hours of holiday pay, which is the 8 hours they would
18 have received if they were off work due to the city offices being closed (example: a full-time
19 employee would receive 8 hours for a standard holiday such as July 4th).

20 i) It is provided that in lieu of receiving the holiday pay, an eligible
21 employee may elect to receive a paid day off on a future date before the
22 end of the current calendar year which is mutually agreed upon by the
23 employee and the supervisor.

24 The employees and supervisors will, if authorized, continue to enjoy the freedom of
25 working with only a skeleton crew on holidays. Supervisors and employees will determine work
26 schedules on holidays as far in advance as practical. If mutual agreement cannot be reached as to
27 whom works the holiday, the employee(s) with the least seniority will be scheduled to work on
28 the holiday.

29 **VACATIONS**

30 **Section 24.1. Paid Vacation and Eligibility**

31 Employees who have successfully completed their probationary period shall be eligible to
32 use accrued vacation leave as provided below.

33 In order for an employee to be eligible to accrue vacation time for any particular month,
34 the employee must have worked the following number of hours:

Vacation Leave Accrual Eligibility		
40 hour per week employee	30 hour per week employee	20 hour per week employee
120 hours	90 hours	60 hours

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For purposes of this eligibility requirement, non-worked hours for which an employee who is eligible receives regular pay from the Employer shall be included in calculating the hours. Failure to meet this eligibility requirement in a particular month or months will result in a reduction of the vacation benefit for which the employee would otherwise have been entitled.

Annual Hours Vacation Earned			
Years of Employment	40 hour per week employee	30 hour per week employee	20 hour per week employee
1 year through 6 years	80 hours	60 hours	40 hours
7 years through 12 years	120 hours	90 hours	60 hours
13 years through 20 years	160 hours	120 hours	80 hours
21 years or more	200 hours	150 hours	100 hours

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Vacation leave may be taken in a minimum of one (1) hour increments, any fraction of an hour will be charged as a full hour.

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December 31, 2014, and each December thereafter, vacation shall accrue to the following maximums:

Vacation Leave Maximum Accrual		
40 hour per week employee	30 hour per week employee	20 hour per week employee
240 hours	180 hours	120 hours

11

12 **Section 24.2. Vacation Pay**

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Vacation pay shall be computed at the employee's straight time hourly rate, including applicable premium pay but exclusive of shift premiums received by the employee, during the time the vacation is taken.

16 **Section 24.3. Vacation Requests**

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The exact timing of vacations will be subject to approval of Department Heads in order that sufficient personnel will be on hand at all times for departmental duties. Employees are asked to notify the Department Head, in accordance with departmental policy, of proposed vacation periods as far in advance as possible.

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22
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Where a conflict develops regarding requested vacation time off, seniority prevails unless the lesser senior employee made the request first and at least ninety (90) days in advance of the requested vacation period.

1 **Section 24.4. Vacation Buy Back**

2 Seniority employees have the option of cashing in unused vacation hours once per year.

3 If an employee has unused vacation hours, they may receive payment for a maximum of
4 sixty (60) hours in any given year to be paid during the month of December. The employee may
5 elect to receive payment, or deposit the funds into their deferred compensation plan or their
6 Health Care Savings Account, see Section 30.8.

7 Payment will be made provided:

- 8 1. The employee completes the appropriate payroll form by November 1 each year
9 to request payment.
- 10 2. The employee has taken at least forty (40) hours of vacation leave in the current
11 calendar year. In this case, the employee may request payment for one (1) to
12 forty (40) hours of vacation buy back.
- 13 3. The employee has taken a minimum of forty (40) hours of vacation in the current
14 calendar year. In this case, the employee may request payment for less than or
15 equal to the actual number of vacation hours the employee has taken in the current
16 calendar year, up to a maximum of sixty (60) hours.

17 The deferred compensation contribution is available only if the employee will not exceed,
18 or is not at the maximum deferral, allowed by the IRS.

19 Hours selected for deposit into Health Care Savings Account will be contributed in the
20 following January.

21 **Section 24.5. Voluntary Separation**

22 Upon voluntary separation of any employee from the service of the Employer other than
23 by leave of absence or retirement, the employee shall be paid, at the time of separation, for the
24 unused vacation balance, provided the employee shall have given two (2) weeks prior notice of
25 the separation. Refer to Section 30.8. Health Care Savings Program for vacation leave payout
26 options. To receive payment for any unused vacation balance at retirement, the notification
27 standards set forth in Section 30.3. must be satisfied.

28 **SICK LEAVE**

29 **Section 25.1. Use of Sick Leave**

30 An employee who requests the use of sick leave and who advises the employee's
31 Department Head sometime prior to the time the employee is scheduled to work will be granted
32 sick leave pay provided they have hours available in their sick leave bank. Unless other
33 arrangements are made with the Department Head, such notice shall be given daily. Every sick
34 leave in excess of one (1) week must be supported by a doctor's statement. Every employee
35 returning from sick leave after being under a doctor's care shall submit the written approval of

1 the doctor to return to work prior to the performance of any duties and, in all cases of returning
 2 to work from sick leave, the Employer may, as it deems appropriate, require a return to work
 3 examination. Paid sick leave for eligible employees may only be used in minimum units of one
 4 (1) hour, and any fraction of an hour will be charged as an hour.

5 **Section 25.2. Accumulation Rate**

6 To be eligible for sick leave accrual, the employee must have worked the following
 7 number of hours each month:

40 hour per week employee	30 hour per week employee	20 hour per week employee
120 hours	90 hours	60 hours

8 Provided the eligibility standard for sick leave accrual is satisfied (see above), the
 9 monthly sick leave accrual rate is as follows:

40 hour per week employee	30 hour per week employee	20 hour per week employee
8 hours	6 hours	4 hours

10 **Section 25.3. Maximum Accumulation**

11 Following is the maximum sick leave with pay that an employee may accumulate:

Hire Date	40 hour per week employee	30 hour per week employee	20 hour per week employee
Prior to January 1, 1982	1,600 hours	1,200 hours	800 hours
On or after January 1, 1982	1,040 hours	780 hours	520 hours

12 **Section 25.4. Use of Paid Vacation**

13 Should an employee's period of illness extend so that the employee's accumulated sick
 14 leave is all used, the employee may use any vacation pay that may be due the employee under
 15 the vacation provisions of this Agreement.

16 **Section 25.5. Death or Retirement**

17 In the event of death, the employee's estate shall be compensated for one-half the
 18 employee's accumulated sick leave up to the following maximums. The payment is based upon
 19 the employee's rate of pay at the time employment ceased. Refer to Section 30.8. Health Care
 20 Savings Program for sick leave payout options. To receive the preceding sick leave benefit upon
 21 retirement, the standards set forth in Sections 30.3. and 30.4. must be satisfied.

Hire Date	40 hour per week employee	30 hour per week employee	20 hour per week employee
Prior to January 1, 1982	800 hours	600 hours	400 hours
<i>Effective, December 31, 2017</i> On or after January 1, 1982	520 hours	390 hours	260 hours

1 **Section 25.6. Abuse of Sick Leave**

2 If the Employer has cause to suspect that there is an abuse of the paid sick leave policy,
3 or if there is a pattern of absences, or if there is a pattern of absences which result in extended
4 weekend or holiday periods, the Employer reserves the right to require proof of sickness or
5 accident or any continuance thereof through a physician's certificate or other substantiation
6 acceptable to the Employer as a condition for receiving any paid sick days. Any abuse of the paid
7 sick days policy shall be subject to disciplinary action up to and including discharge.

8 The Employer also reserves the right to require an employee to execute an affidavit
9 setting forth the nature and duration of the sickness or accident. Falsification in connection with
10 any physician's certificate, other substantiation or affidavit shall be deemed just cause for
11 discharge.

12 **Section 25.7. Sick Pay Calculation**

13 Pay for all time granted under the sick leave provisions of this Agreement shall be at the
14 employee's straight time rate not to include shift or overtime premiums.

15 **Section 25.8. Immediate Household and/or Family**

16 Sick leave shall be allowed in the event of illness in the employee's immediate household
17 and/or the employee's immediate family subject to the approval of the Department Head.
18 Immediate family for purposes of this Section shall be defined as spouse, child, parent, and
19 parent of current spouse, sister, brother, grandparent or step-family member in any of the
20 categories identified. The use of paid sick leave for this purpose shall be subject to the same
21 terms and conditions as are applicable to the use of paid sick leave for an employee's own
22 sickness or accident.

23 **Section 25.9. Disciplinary Action**

24 Conclusive evidence after a written reprimand that an employee is misusing sick leave
25 shall be grounds for dismissal. It is provided, however, that the Employer may, at its discretion,
26 determine that dismissal will not be imposed and in lieu thereof impose lesser disciplinary action
27 as determined by the Employer.

28 **Section 25.10. Workers' Compensation**

29 A full-time or part-time employee injured on the job may apply prorated paid sick leave
30 which has been accumulated and credited to make up the difference between the workers'
31 compensation benefits received and the employee's regular gross earnings minus federal, state
32 and local income tax, F.I.C.A. tax and retirement contributions.

33 As indicated above in this Section, in situations where an employee experiences a job
34 related injury which is covered by workers' compensation benefits, the employee may request
35 the prorated use of any earned but unused paid benefit time for which the employee may be
36 entitled in order to make up the difference between the workers' compensation benefits received
37 and the employee's regular net pay. If the use of such accrued benefit time is requested, paid sick

1 leave shall first be applied, and when that is exhausted, any other accrued paid benefit time may
2 be applied, and in an accrued benefit time "exchange" situation involving an employee's
3 workers' compensation benefits, the exchange shall first be applied to the other paid benefit time
4 and then to paid sick leave. In situations where the leave occurs near the end of the calendar year
5 and it is not possible for the employee to fully apply or use accrued but unused paid vacation
6 time and/or accrued but unused paid personal leave time by the close of the calendar year, the
7 Employer agrees to carry over unused vacation and personal time to the next calendar year.

8 **OTHER LEAVES OF ABSENCE**

9 **Section 26.1. General Requirements**

10 (a) An employee must be a regular full-time seniority employee in order to be
11 eligible for any type of leave of absence.

12 (b) An employee giving false information to obtain a leave of absence shall be
13 discharged.

14 (c) An employee on a leave of absence shall be subject to lay-off in accordance with
15 the provisions of this Agreement and shall be notified by the Employer by certified mail
16 addressed to the last known address of the employee.

17 (d) An employee on leave of absence may make arrangements for payment of all
18 insurance benefits.

19 **Section 26.2. Personal Leave**

20 (a) A leave of absence without pay may be granted seniority employees for personal
21 reasons not to exceed thirty (30) days. Such leave shall be subject to the approval of the City
22 Manager and may be renewed for further periods of up to ninety (90) days providing extenuating
23 circumstances exist.

24 (b) An employee shall be required to state the exact reason for such leaves and the
25 stated reasons shall appear on the leave form.

26 **Section 26.3. Military Leave**

27 (a) Any seniority employee who enters into the active service of the Armed Forces of
28 the United States will be granted a leave of absence for the period of such active service. Upon
29 termination of such service, such employee shall be offered re-employment in accordance with
30 the terms of the applicable Selective Service Act provided:

- 31 1. The employee has received an honorable discharge or the employee has
32 been relieved from active duty under honorable conditions.
- 33 2. The employee is physically able to perform a job.

1 3. The employee reports for work within 90 days of the discharge or release
2 from active duty or release from hospitalization continuing after discharge
3 or release.

4 (b) Seniority employees who belong to the National Guard, Officers Reserve Corps
5 or a similar military organization will be allowed the normal fifteen (15) days leave of absence
6 without pay when ordered to active duty for training. The Employer will pay the difference
7 between the employee's military pay and regular pay if the employee's military pay is less. If the
8 employee takes military leave during the employee's vacation, the employee will receive full
9 pay.

10 **Section 26.4. Education Leave**

11 The City Manager may authorize an educational leave without pay for a period of not
12 more than one year.

13 **Section 26.5. Illness, Injury and Medical Leave**

14 A medical leave of absence for illness, injury or medical, including pregnancy, shall be
15 granted to employees with seniority upon written request to the employee's Department Head,
16 subject to the Employer's right to require medical proof or other verification acceptable to the
17 Employer. If paid sick time or workers' compensation benefits are either exhausted or not
18 available, an eligible employee may also request and receive other accrued paid benefit time to
19 which the employee may be entitled. The Employer may request at any time as a condition of
20 continuance of any medical leave of absence proof of continuing disability or sickness.

21 An employee shall be entitled to be on a medical leave of absence under this Section for a
22 period of not more than sixty (60) days. Additional extensions of up to thirty (30) days of time
23 may be granted upon proper application and subject to the Employer's right to require medical
24 proof or other verification acceptable to the Employer.

25 (a) For medical leave of absence not covered by workers' compensation benefits, an
26 employee may be on leave under this Section for a period of not more than twelve (12) months
27 after which time the employment relationship shall terminate. The twelve (12) months shall be
28 defined as commencing on the first date of the leave that the employee does not receive pay in
29 the form of accrued benefit time either because (1) the paid benefit time has been exhausted or is
30 not available, or because (2) the employee has elected not to request and utilize all or part of the
31 employee's paid benefit time.

32 (b) For medical leave of absence due to injury on the job and which is covered by
33 workers' compensation benefits, an employee may be on leave under this Section for a period of
34 not more than two (2) years after which time the employment relationship shall terminate.
35 During this type of leave of absence, the employee will continue to have hospitalization
36 insurance and term life insurance premiums paid by the Employer for a maximum period of two
37 (2) years or for the number of full months of seniority with the Employer acquired by the
38 employee at the time of the injury, whichever is the lesser.

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

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

23 In any situation involving the granting of a leave of absence under this Section or the
24 continuance of a leave of absence or the return to work from a leave of absence where medical
25 proof or substantiation or approval is required, the Employer, in all cases, reserves the right to
26 require a second medical examination paid for by the Employer by an Employer-selected
27 physician.

28 Failure to provide any statement, certificate, substantiation or notification as may be
29 required under this Section may, as determined by the Employer, disqualify an employee from
30 consideration for a medical leave of absence.

31 Any leave of absence time (paid or unpaid) taken by an employee for certain family or
32 medical reasons pursuant to Section 26.10. of this Agreement shall be counted as part of and
33 credited against the maximum amounts of leave time set forth in this Section.

34 **Section 26.6. Administrative Leave**

35 (a) The Union shall be granted a total of forty (40) hours each calendar year, with
36 pay, for the administration of Union business. Such leave shall be limited to Union officers,
37 Stewards and negotiating committee members. Such leave shall be approved by the Local Union
38 President and the City Manager.

39 (b) Members of the Union elected to Union positions to do work which takes them
40 from their employment with the Employer may, at the written request of the Union, receive
41 temporary leaves of absence without pay and without benefits for the term of office. Such

1 temporary leaves of absence are subject to receiving the approval of the Local Union President
2 and receiving the approval of the City Manager. In situations where such temporary leaves of
3 absence are approved, the Employer may elect to not fill the position or may elect to fill the
4 position in any manner deemed appropriate by the Employer.

5 **Section 26.7. Jury Duty Leave and Pay**

6 An employee who is summoned and reports for jury duty shall be granted a jury leave of
7 absence with pay for such period. An employee granted a leave of absence under this Section
8 who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for
9 time spent performing jury duty at the employee's straight time regular rate of pay for up to the
10 number of straight time hours the employee was otherwise scheduled to work, exclusive of all
11 premium pay. In order to receive payment under this Section an employee must give the
12 Employer prior notice as far in advance as possible that the employee has been summoned for
13 jury duty and the employee must furnish satisfactory evidence that jury duty was performed at
14 the summons of the Court for the days the employee claims jury duty pay. An employee who is
15 summoned by the Court for jury duty but who does not serve as a juror must report for work
16 promptly after being excused. Immediately upon payment from the court for jury duty
17 attendance, the employee will bring the payment to the City Treasurer. The City Treasurer will
18 retain the per diem portion of the payment and reimburse the employee for the mileage portion of
19 the payment.

20 **Section 26.8. Bereavement Leave and Pay**

21 (a) Upon request, a full-time employee will be granted a leave of absence with pay
22 for up to a maximum of three (3) days that the employee is otherwise scheduled to work
23 following the date of death of a member of the employee's immediate family in order to attend
24 the funeral and take care of other necessary arrangements. Part-time employees will be granted a
25 leave of absence with pay for the number of hours per day the employee is regularly scheduled to
26 work. The maximum days for which an employee may request and receive pay provided in this
27 Section may include the date of death. Immediate family shall be defined as: current spouse,
28 child, stepchild, grandchild, parent, grandparent, parent of current spouse, sister, brother, sister-
29 in-law, brother-in-law, or any relative living under the employee's roof. At the request of an
30 employee, special circumstances not falling within the scope of this definition of immediate
31 family shall be given consideration by the City Manager on an individual ad hoc basis. The
32 maximum days for which an employee may request and receive pay provided in this Section
33 must be scheduled working days of the employee occurring within five (5) calendar days
34 following date of death. An employee granted a leave of absence under this Section shall receive
35 pay in an amount equal to what the employee would have earned by working the employee's
36 scheduled straight time hours at the employee's straight time regular rate of pay, exclusive of all
37 premium pay, on the days for which paid leave is granted. The maximum days for which an
38 employee may request and receive pay provided in this Section shall not be deductible from the
39 employee's accumulated paid sick days. Additional paid leave for travel purposes may be granted
40 with the approval of the City Manager which shall be charged against the sick leave record of the
41 employee.

(b) Co-Worker Funeral Leave. Upon request, an employee may be granted up to four (4) hours leave with pay to attend the funeral of a current (regular) City employee.

Section 26.9. Paid Personal Days

Each employee who is employed prior to January 1 and new employees hired between January 1 and June 30 of the year shall be credited with personal leave as defined below.

40 hour per week employee	30 hour per week employee	20 hour per week employee
32 hours	24 hours	16 hours

New employees hired between July 1 and December 1 of the current year shall be credited with personal leave as defined below.

40 hour per week employee	30 hour per week employee	20 hour per week employee
16 hours	12 hours	8 hours

Personal leave may be used for personal business during the current calendar year. Such leave may not be accumulated nor paid for upon termination of employment.

The pay for a personal day shall be equal to the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the employee's Department Head taking into consideration the personnel and service requirements of the Employer and efficiency of operations. The minimum increment that may be taken by an eligible employee for a paid personal day is one (1) hour; any fraction of an hour will be charged as a full hour.

Section 26.10. Family and Medical Leave

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

1. Birth of the employee's child and subsequent post-birth care.
2. Placement of a child with the employee for adoption or foster care.
3. To care for the employee's spouse, son, daughter, or parent who has a **serious health condition**.
4. For a **serious health condition** that makes the employee unable to perform the employee's job.

An eligible employee is entitled to a maximum total of twelve (12) workweeks of family or medical leave during a rolling twelve (12) month period measured backward from the date an

1 employee uses any leave. If an employee's spouse is also employed by the Employer, the total
2 amount of leave available for both the employee and spouse combined together is twelve (12)
3 weeks, subject to certain exceptions.

4 (a) Requests for Leave and Medical Certification. Employees desiring leaves of
5 absence under this Section shall provide written notice to the Employer setting forth the reasons
6 for the requested leave, whether the requested leave is for a consecutive period of time or on an
7 intermittent basis (several blocks of time or reduced work schedule), the anticipated start date of
8 the leave and its anticipated duration. If the need for leave is foreseeable, the employee is
9 required to provide the written notice to the Employer at least thirty (30) days in advance. If the
10 need for leave is not foreseeable, the employee is required to provide written notice as far in
11 advance as practicable.

12 A request for leave to care for the employee's spouse, son, daughter, or parent who has a
13 **serious health condition**, or a request for leave due to the employee's own **serious health**
14 **condition** that makes the employee unable to perform the employee's job, must be supported by
15 a medical certification issued by the health care provider of the employee or the employee's
16 family member. If the Employer has reason to doubt the validity of a medical certification, it
17 may require the employee to obtain a second opinion at the Employer's expense from a health
18 care provider of the Employer's choice. If the opinions of the employee's and the Employer's
19 designated health care providers differ, the Employer may require the employee, at the
20 Employer's expense, to obtain medical certification from a third health care provider designated
21 or approved jointly by the Employer and the employee. The Employer shall have the right to
22 require medical re-certifications at reasonable intervals during the leave, at the Employer's
23 expense.

24 (b) Paid Benefit Time Applied to Leave. Any leave granted under this Section shall
25 be with pay only to the extent that the employee has available any earned but unused paid benefit
26 time. If the employee has available any earned but unused paid benefit time, such benefit time
27 may be applied to the leave at the employee's option. The City reserves the right to determine the
28 sequence (if any) within which various types of unused paid benefit time are applied to the leave.

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

35 (d) Return From Leave. On return from family or medical leave, an employee shall
36 ordinarily be returned to the same position the employee held when leave commenced, or to an
37 equivalent position with equivalent benefits, pay, and other terms and conditions of employment,
38 unless the employee is no longer qualified for the position because of a physical or mental
39 condition or the failure to maintain a necessary license or certification. Employees whose leave
40 was occasioned by a **serious health condition** that made the employee unable to perform the
41 employee's job are required to obtain and present medical certification from the health care
42 provider that they are fit for duty and able to return and perform their work. This medical

1 certification must be submitted to the Employer at the time the employee seeks reinstatement at
2 the end of the leave, and failure to provide a satisfactory certification may, as determined by the
3 Employer, result in denial of reinstatement until the requirement is satisfied.

4 During the leave, the Employer shall have the right to require a report from the employee
5 from time to time regarding the employee's status and intent to return to work. The Employer,
6 depending on the circumstances, shall have the right to recover medical benefit program costs
7 paid by the Employer to maintain coverage for an employee who fails to return to work from
8 leave.

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

14 **RULES AND REGULATIONS**

15 **Section 27.1. Rules and Regulations**

16 The Employer shall make such reasonable work rules and regulations under its Employee
17 Conduct and Disciplinary Action Policy, not in conflict with this Agreement, as it may from time
18 to time deem necessary for the purpose of maintaining order, safety and for effective operation of
19 the various Employer departments. Any changes to existing work rules or regulations (including
20 establishment of new work rules or regulations) in the Employer's Employee Conduct and
21 Disciplinary Action Policy shall be presented in writing to the Local Union President (or other
22 designated employee representative of the Union) at least seven (7) days prior to implementation.
23 Upon the request of either party a special conference shall be held to discuss the changes or new
24 rule or regulation. The Union reserves the right to question the reasonableness of any work rule
25 or regulation.

26 The Employer's right to establish reasonable rules and regulations which it shall deem
27 proper includes by way of illustration and not by way of limitation, safety rules and regulations,
28 substance abuse policies, smoking rules, operational procedures, general personnel policies and
29 procedures.

30 **UTILIZATION OF INDIVIDUALS NOT DIRECTLY EMPLOYED OR** 31 **PRIMARILY COMPENSATED BY THE CITY**

32 **Section 28.1. Utilization of Individuals Not Directly Employed or Primarily** 33 **Compensated by the City**

34 If the Employer is offered an opportunity to utilize the services of individuals not directly
35 employed or compensated by the Employer, and therefore not covered by the collective
36 bargaining agreement between the Employer and the Union, the Employer has the right to utilize
37 their services on a temporary basis. Some examples may include court approved public service

1 work, student educational or training programs, or any other local, state or federally funded
2 program.

3 The right to this utilization shall extend only so far as:

4 (a) No union members are permanently displaced or laid off as a result of the use of
5 these individuals.

6 (b) Their use does not cause a reduction in overtime that would have in other
7 circumstances, been granted to Union members.

8 (c) Training hours required for purposes of testing for promotion, obtaining licenses
9 or certification by Union members shall not be restricted because of the training needs of these
10 individuals.

11 Under no condition shall they operate any equipment covered under the Commercial
12 Driver's License Act or any equipment referred to as heavy equipment including, but not limited
13 to, the tractor/backhoe, front-end loader, grader, etc. It is acceptable for these individuals to
14 operate only non-riding motorized and hand equipment and motorized equipment as a means of
15 transportation to and from the work site.

16 LIFE AND HOSPITALIZATION INSURANCES

17 **Section 29.1. Life Insurance**

18 The Employer will provide all eligible regular employees with seniority who usually
19 works thirty (30) or more hours per week on a continuous basis fully paid group term life
20 insurance. The amount of the life insurance shall be equal to one (1) times the employee's
21 straight time regular rate of pay, including applicable premium pay and excluding shift premium
22 pay, for the number of hours regularly scheduled to work (two thousand eighty [2080] straight
23 time hours per year for forty [40] hour per week employees and one thousand five hundred sixty
24 [1560] for thirty [30] hour per week employees) rounded to the nearest one thousand dollars
25 (\$1,000.00). The group term life insurance program becomes effective for eligible employees the
26 first (1st) day of the month following 180 days of employment. In the event that an employee
27 quits or the employee's employment with the Employer is otherwise terminated, or in the event
28 that an employee is on layoff, the group term life insurance program coverage shall terminate as
29 of the date the quit, termination or layoff occurs. In the event that an employee is on leave of
30 absence, the group insurance program shall continue in effect until the end of the last day of the
31 month in which the leave of absence occurs, provided, however, that the group insurance
32 program may be continued thereafter during the leave of absence, provided the employee makes
33 the proper arrangements and the employee makes timely payment of the required premiums.
34 Other specific terms and conditions governing the life insurance program are set forth in detail in
35 the master policies issued by the insurance carrier or carriers. The Employer reserves the right to
36 select all life insurance carriers.

1 **Section 29.2. Hospitalization - Surgical - Medical - Prescription Drug Insurance**

2 During the term of this Agreement, the Employer agrees to make available a group
3 hospitalization benefit program, approved by the Employer, for eligible regular full-time
4 employees who are scheduled to work thirty (30) or more hours per week on a continuous basis
5 and who elect to participate covering certain hospitalization, surgical and medical expenses for
6 employee-only coverage and for eligible dependent coverage. The benefit program shall be on a
7 voluntary basis for eligible employees. No employee shall be eligible to participate in the group
8 benefit program if the employee is covered by other programs for the same purposes at the
9 Employer's discretion. The spouse of an employee who has health insurance available through
10 his/her employer must enroll in the health insurance if, as determined by the Employer, the cost
11 to the spouse is not prohibitive. The Employer agrees to provide employee-only and eligible
12 dependent coverage under the benefit program for eligible employees who elect to participate.
13 Specific terms and conditions governing the group benefit program are set forth in the master
14 policy or policies governing the program. The Employer reserves the right to determine the
15 method of providing the group benefit program including the right to establish or participate in
16 self-insured, preferred provider or other managed care systems or arrangements, the right to
17 select third-party administrators and the right to select any insurance carrier or carriers, provided
18 current benefit levels remain substantially equivalent. The Employer agrees to make a good faith
19 effort to insure confidentiality for individual employees to the extent allowed under the program.

20 The group benefit program becomes effective for eligible employees no later than the
21 first (1st) day following completion of thirty-one (31) days of employment. Payroll deductions
22 for the premium co-share will be in equal amounts and will be made on a pre-tax basis for twenty
23 four (24) of the twenty six (26) pays per year.

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

29 In the event that an employee quits or the employee's employment with the Employer is
30 otherwise terminated, or in the event that an employee is on layoff, any premium co-share due
31 will be deducted from the employee's final, regular paycheck. The group benefit program and
32 the employee's obligation for premium co-share shall continue in effect until the end of the last
33 day of the month in which the quit, termination or layoff occurs and, thereafter, the employee
34 may elect to continue coverage at the employee's full cost in accordance with applicable law
35 allowing continuation under certain circumstances for a specified period of time. In the event
36 that an employee is on leave of absence (other than military leave of absence for active duty and
37 other than family and medical leave), the group benefit program shall continue in effect until the
38 end of the last day of the month in which the leave of absence occurs, provided, however, that
39 the group benefit program may be continued thereafter during the leave of absence, provided the
40 employee makes the proper arrangements and the employee makes timely payment of the
41 required cost of the benefit program. In the event that an employee is on military leave of
42 absence for active duty the group benefit program shall terminate thirty (30) days following the
43 date the leave of absence occurs. In the event that an employee is on family and medical leave of

1 absence (FMLA), the group benefit program shall continue in effect in accordance with Section
 2 26.10. of this Agreement and applicable law. Other specific terms and conditions governing the
 3 group benefit program are set forth in the master policy or policies governing the program. To
 4 assist in paying for out-of-pocket expenses that may occur if faced with a life-threatening illness
 5 during the plan year, employees may cash in banked vacation or personal leave time and/or the
 6 Employer will make a low-interest loan available for the remainder, not to exceed the current
 7 year’s maximum out-of-pocket amount.

8 The following traditional health insurance and prescription drug program is effective
 9 January 1, 2018.

Employee Premium Co-Share (pre-tax) Prorated Over 24 Pays in the Year	<ul style="list-style-type: none"> • 2018: Premium co-share will change by 10% of the average increase/decrease in per employee cost of 2014-2016 <ul style="list-style-type: none"> ○ Family - \$1,545.58 (\$64.40 per pay) ○ Single - \$995.50 (\$41.48 per pay) • 2019: Premium co-share will change by 10% of the average increase/decrease in per employee cost of 2015-2017 • 2020: Premium co-share will change by 10% of the average increase/decrease in per employee cost of 2016-2018 • 2021: Premium co-share will change by 10% of the average increase/decrease in per employee cost of 2017-2019
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	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> • 90/10% unless noted under the plan • 90/10% - office visit 	<ul style="list-style-type: none"> • 70/30% of reasonable and customary (R&C) charges on most services
Annual Deductible	<ul style="list-style-type: none"> • \$0 	<ul style="list-style-type: none"> • \$150 Individual • \$300 Family
Out-of-pocket Maximums (Does not include the deductible)	<ul style="list-style-type: none"> • 2014-2021: \$600 Individual \$1,100 Family 	<ul style="list-style-type: none"> • 2017-2021: \$2,300 Individual \$4,500 Family

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Prescription Drug Program	
Year	Employee Co-Payment
January 2017-2021	<ul style="list-style-type: none"> • 20% of the cost with a minimum of \$10 not to exceed \$30 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

Prescription Drug Program

supply

- Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug.
- \$250/month total maximum co-pay
- Effective January 1, 2018, Acthar HP will be excluded from coverage

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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.

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Section 29.3. Health Care Premium Co-Share Reduction for Wellness Participation

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(a) Effective January 1, 2014, a health insurance premium co-share reduction will be available to TPOAM HealthSteps Wellness Program participants enrolled in the Traditional Health Care Plan. The benefit will be provided to program participants who earn at least \$50.00 in HealthSteps rewards every six months. Enrollees must complete the required clinical assessment, if needed, and participate in a six-month health status meeting with the Health Coach. If at enrollment the employee’s clinical values are in the optimal range, the employee will not participate in the second clinical assessment, but will be required to meet with the Health Coach.

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(b) Effective January 1, 2019, the premium co-share benefit will only be provided to those employees who have earned at least \$50.00 in HealthSteps rewards every six months, and as of January 1, 2019, are tobacco free. Moving forward from January 1, 2019, being tobacco free must be a component of the \$50.00 reward earned by an employee in HealthSteps in order to be eligible for the premium co-share reduction.

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The \$250 annual Traditional Health Care Plan premium co-share reduction will be effective for the following year’s premium, based on the employee meeting the required criteria in this section. The tracking related to this premium reduction will begin in April 2013.

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RETIREMENT

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Section 30.1. Retirement Program

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Employees hired prior to May 22, 2017, will be included in the B-4 (2.5% multiplier) retirement plan with the 55-20 waiver and a three (3) year final average compensation (FAC) factor (the average of the highest consecutive three [3] year [36 months] period of earnings of the employee’s credited service) and a six (6) year vesting period. The plan is provided by the

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1 Municipal Employees Retirement System (MERS). A current copy of the booklet explaining the
2 retiree's rights and benefits will be made available to each current employee and to each new
3 hire.

4 Employees hired after May 22, 2017, will be included in the B-2 (2% multiplier)
5 retirement plan with a 55-20 waiver and a three (3) year final average compensation (FAC)
6 factor (the average of the highest consecutive three [3] year [36 months] period of earnings of the
7 employee's credited service) and a six (6) year vesting period. The plan is provided by the
8 Municipal Employees Retirement System (MERS). The B-2 option provides the following
9 benefit calculation upon retirement: credited service times 2% of Final Average Compensation
10 (FAC).

11 The employee contribution structure for the retirement plan shall be four percent (4%) of
12 gross wages.

13 **Section 30.2. Deferred Compensation (457 Plan)**

14 We offer investment options through Nationwide and ICMA Deferred Compensation
15 programs.

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17 Effective the first full pay period in January 2019, full-time and part-time employees
18 hired prior to May 22, 2017, shall be eligible for a matching contribution up to 1% of base wages
19 to be paid by the City toward a City-offered deferred compensation program.

20
21 Full-time and part-time employees hired on or after May 22, 2017, shall be eligible for a
22 matching contribution up to 2% of base wages to be paid by the City toward a City-offered
23 deferred compensation program.

24
25 An employee may contribute more than the employer matching amounts as outlined
26 above. However, the City will not match beyond the stated percentages.

27 28 **Section 30.3. Retiree Definition**

29 A retiree is a former employee of the City of Mt. Pleasant who meets the following
30 criteria:

31 (a) Age 55 and 20 years of service, or

32 (b) Age 60 and 6 years of service, or

33 (c) Less than age 55 but with 20 years of service and taking a reduced pension with
34 the age reduction immediately upon termination of employment.

35 **Section 30.4. Retirement Notification**

36 For planning and replacement purposes, employees eligible for and considering
37 retirement from the Employer workforce are required to file a written notice of intent to retire

1 with the appropriate Division Head and the Human Resources Department at least three (3)
2 months in advance of the employee's anticipated retirement date. The employee may withdraw
3 the notice of intent for any reason up to thirty (30) days in advance of the actual retirement date.

4 To guarantee payment of unused vacation and sick leave time as specified in Sections
5 24.5. and 25.5., a written and irrevocable commitment to retire, including a specific retirement
6 date must be provided not less than thirty (30) days in advance of the actual retirement date.

7 If a life changing event or extenuating circumstances occur, the City Manager may waive
8 or alter any of the time limits in this section. If an employee eligible for retirement receives an
9 offer of employment contingent upon a start date less than the required time limits in the section,
10 the time limits shall be waived.

11 **Section 30.5. Prior Service Credits**

12 Participants in the TPOAM MERS plan shall be eligible to purchase up to five (5) years
13 of generic service credits by paying 100% of the actuarial present value as calculated by the
14 MERS actuary. This purchased service cannot be used towards the counting of service for the
15 required six (6) years of vesting.

16 **Section 30.6. Eligibility for Vacation and Sick Leave Balance Payout**

17 Refer to Sections 24.5. and 25.5. of the Agreement.

18 **Section 30.7. Retiree Health Insurance**

19 The Employer will allow all benefited retiring employees, eligible spouses and
20 dependents to participate in the group health insurance and prescription drug plan (hereinafter
21 referred to as "health plan"), provided the required cost is 100% paid by the retired employee.
22 Such payments shall be in accordance with procedures established by the Employer.

23 Employees retiring on or after May 22, 2017, from the TPOAM union may also elect
24 coverage in dental and vision insurance plans, following the same stipulations as the health and
25 prescription coverage.

26 At retirement, the employee must complete an election form to:

27 (a) Continue in the health plan as a retiree;

28 (b) Discontinue participation in the health plan; or

29 (c) Defer participation in the health plan to a date/event specific and sign up at
30 date/event specific.

31 The election form is available in the Human Resources Department. If a retired
32 employee is removed or discontinues participation in the health, prescription, vision or dental
33 plan, with the exception of the deferment option, the retired employee shall not be allowed to
34 again become a participant.

1 The following identifies eligibility for and the length of time a retired employee and/or
 2 his/her eligible dependents may participate in the Employer’s health plan when specific life
 3 changing events occur.

Relationship to Retiree	Length of Eligibility for Coverage
Retired employee (self)	Eligible for insurance benefits until death as long as: <ol style="list-style-type: none"> 1. Continuous coverage at retirement OR take one-time insurance deferment option to a date/event 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/event certain, which was decided upon 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.

4

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

4 **Section 30.8. Health Care Savings Account**

5 All members of the bargaining unit shall participate in the Municipal Employees'
6 Retirement System (MERS) Health Care Savings Program. Employees must, on a pre-tax basis,
7 contribute the minimum amount for participation.

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

12 (a) Retirement Payouts: No less than two weeks prior to an employee's retirement
13 date, the employee may complete and submit to the City Payroll Office a leave conversion form
14 indicating the number of eligible sick and vacation leave hours the employee desires to receive in
15 a check as a cash out of the eligible balances. At the date of retirement, 100% of the cash value
16 of any remaining and eligible sick and vacation leave balances shall be contributed to the
17 employee's Health Care Savings Account. Year End Payouts: Annually by November 1, an
18 employee desiring to receive payment for vacation and compensatory hours as defined in Section
19 25.4 Vacation and Section 20.3 Compensatory Time must complete a leave conversion election
20 form and submit it to the Payroll office.

21
22 i) In January of the following year, 100% of the cash value of compensatory
23 hours in excess of 100 hours and/or the elected amount of vacation hours
24 selected will be contributed to the employee's Health Care Savings
25 Account.

26
27 (b) Employer Lump Sum Payments

28
29 i) 2017 – The first full pay period following ratification (May 22, 2017), the
30 employer will deposit \$125.00 into each active TPOAM employees Health
31 Care Savings Account.

32 **CONTRACTING AND SUBCONTRACTING**

33 **Section 31.1. Subcontracting and Outside Contracting Assistance**

34 The Employer reserves the right to subcontract work and use outside contracting
35 assistance. It is provided, however, that no permanent seniority employee within this bargaining
36 unit shall be laid off from the employee's department or other department or have their regularly
37 scheduled work hours reduced as if such lay off or regular working hours is the result of the
38 subcontracting of work or use of outside contracting. This restriction on lay off or reduction of
39 regular working hours shall only apply to work of the type normally and customarily performed

1 by employees in this bargaining unit and only if there are presently qualified employees available
2 and the appropriate equipment and machinery are available to do the job.

3 **SUPPLEMENTAL AGREEMENTS**

4 **Section 32.1. Supplemental Agreements**

5 All proposed Supplemental Agreements shall be subject to good faith negotiations
6 between the Employer and the Union.

7 **COVERALLS AND UNIFORMS**

8 **Section 33.1. Uniform Allowance, Coveralls and Uniforms**

9 Employees with certain job responsibilities are provided with an annual uniform
10 allowance. This taxable uniform allowance is provided for the employee to purchase
11 uniform/clothing that will make the employee identifiable as a City of Mt. Pleasant employee.
12 Each employee who receives a uniform allowance will be required to wear a shirt, vest, jacket,
13 etc. with a permanent City logo for easy identification; such as embroidery, silk screen or heat
14 transfer. Each department may choose a color for the shirt, vest, jacket, etc. to represent their
15 staff. The uniform allowances will be paid on an annual basis in the first paycheck of each year.
16 New employees will receive a uniform allowance in their first paycheck.

Classification	40 hour per week employee	30 hour per week employee	20 hour per week employee
Assessment Technician	\$200	\$150	\$100
Parks and Grounds I and II	\$280	\$210	\$140
Code Enforcement Officer	\$280	\$210	\$140
Street Maintenance Specialist I and II	\$280	\$210	\$140
Office Professional – Recreation Department	\$100	\$75	\$50
Wastewater Treatment Operator	\$280	\$210	\$140
Water System Operator	\$280	\$210	\$140

17
18 An appropriate number of coveralls shall be provided by the Employer for mechanics,
19 employees assisting in the Motor Pool, employees working on Parks equipment, in sewer
20 manholes or with chlorine and acid. Coveralls will be replaced as needed by the Employer.
21 Coveralls are defined as; a one-piece light to medium weight outer garment that slips over an
22 employee’s regular clothing to protect it from stains or damage.

23 **GENERAL**

24 **Section 34.1. Bulletin Boards**

25 (a) Employer Postings. Each employee shall be responsible for checking and reading
26 all Employer posted materials on the bulletin boards and emailed to employees. Any materials so
27 posted or emailed by the Employer shall be conclusively presumed to have been read by

1 employees and, accordingly, employees shall be conclusively presumed to be on notice regarding
2 such posted or emailed materials.

3 (b) Union Postings. The Employer agrees to either furnish bulletin boards or to
4 furnish space on bulletin boards in the various departments on which notices of official Union
5 business may be posted provided the notices have been approved in advance by the Employer
6 and the Union.

7 **Section 34.2. Health and Safety**

8 The Employer and the Union subscribe to the principles of good health and safety
9 conditions. Where the Employer shall deem it necessary, it shall provide for protective devices
10 and equipment subject to such rules for the preservation, use and care of such equipment as the
11 Employer shall provide. It is understood that employees are expected to work in a safe manner. It
12 is also understood that employees shall cooperate with the Employer in all safety and health
13 procedures, including those established under federal and state law, and shall make proper use of
14 all equipment, devices and procedures provided or established for such purposes. The Union will
15 cooperate in assisting and maintaining, through proper usage, all safety and health procedures
16 and equipment provided and established by the Employer. It is expressly understood and agreed
17 that any defects in equipment or other devices and any conditions which may appear to create a
18 health or safety hazard shall be reported to the Employer. It is expressly understood and agreed
19 that violation of safety rules or regulations shall constitute just cause for disciplinary action, up
20 to and including discharge, as determined by the Employer.

21 The Employer agrees to continue during the term of this Agreement its commitment to
22 the establishment of sound health and safety practices and a procedure for the obtaining of health
23 and safety related suggestions and concerns from the employees covered by this Agreement.

24 **Section 34.3. Entire Agreement**

25 This Agreement shall supersede any rules, regulations, or practices of the Employer
26 which shall be contrary to its terms and also supersedes and cancels all previous Agreements,
27 verbal or written, or based on alleged past practices of the Employer and the bargaining unit, and
28 shall constitute the entire Agreement. Any amendment or agreement supplemental hereto shall
29 not be binding upon either party until such amendment has been signed by both parties.

30 **Section 34.4. Captions**

31 The captions used in each Section of this Agreement are for purposes of identification
32 and are not a substantive part of this Agreement.

33 **CLASSIFICATIONS**

34 **Section 35.1. Job Classifications**

35 Changes in job description and establishment of new positions may be made when needs
36 arise by the Employer, subject to advance notice to the Local Union President. An electronic
37 copy of the newly revised job description and pay scale and all amendments shall be given to the

1 Local Union President prior to their implementation. A classification change may be the subject
 2 of a grievance.

3 **COMPENSATION**

4 **Section 36.1. Wages**

5 (a) 2017 Wages. All base wages receive a 2% increase.

6 Effective the first (1st) full pay period following contract ratification, employees shall be
 7 paid on the basis of the following pay plan. Changes in any pay rates (example: moving from the
 8 start rate to the one year rate) shall be made commencing with the pay period nearest the
 9 employee's anniversary date.

10 **PAY PLAN – BASE WAGE SCHEDULE**

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	18.00	18.78	20.17
Water System Operator	5, 6, 7, 8, 9	18.00	18.52	19.89
Street Maintenance Specialist I		15.87	16.39	18.18
Street Maintenance Specialist II		17.32	17.84	20.96
Motor Pool Mechanic I	10	15.12	15.66	18.47
Motor Pool Mechanic II	10	16.68	17.20	20.21
Parks and Grounds I		15.87	16.39	18.18
Parks and Grounds II		17.32	17.84	20.96
Office Professional I	11, 15	16.05	16.59	19.55
Office Professional II	11, 15	n/a	16.92	19.90
Office Professional III	11, 15	n/a	n/a	20.59
Code Enforcement Officer		16.36	16.89	19.87
Assessment Technician	11, 12, 13, 14	16.29	16.82	19.74

11 License or Certificate and Special Premium Schedule. The following schedule represents
 12 a separate hourly add-on to pay rates of employees in certain designated job classifications who
 13 have achieved or obtained one of the indicated licenses or certificates or special premiums. The
 14 following hourly add-ons are not cumulative. This means, for example, that if an employee in the
 15 Wastewater Treatment Operator job classification who has the State D license, thereby
 16 qualifying for the \$2.14 per hour add-on, subsequently achieves or obtains the State C license,
 17 then the employee is eligible to receive the \$2.63 per hour add-on, which is the **only** amount of
 18 add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.14
2	C DEQ state license	2.63
3	B DEQ state license	3.34
4	A DEQ state license	4.04

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
5	S-1 DEQ state license	0.86
6	F-4 DEQ state license	1.88
7	F-3 DEQ state license	2.32
8	F-2 DEQ state license	3.00
9	F-1 DEQ state license	3.73
10	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.44 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.43
11	Personal Property state certification, OP in Assessor's office only	0.69
12	Assessor's Level I state certification	1.62
13	Assessor's Level II state certification	2.00
14	Assessor's Level III state certification	2.35
15	LEIN TAC (OP's in Police Department only)	0.69

1 (b) 2018 Wages. All base wages receive a 2% increase.

2 Effective the first (1st) full pay period in January 2018, employees shall be paid on the
 3 basis of the following pay plan. Changes in any pay rates (example: moving from the start rate to
 4 the one year rate) shall be made commencing with the pay period nearest the employee's
 5 anniversary date.

6 PAY PLAN – BASE WAGE SCHEDULE

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	18.36	19.15	20.57
Water System Operator	5, 6, 7, 8, 9	18.36	18.89	20.29
Street Maintenance Specialist I		16.19	16.72	18.54
Street Maintenance Specialist II		17.67	18.20	21.38

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Motor Pool Mechanic I	10	15.42	15.97	18.84
Motor Pool Mechanic II	10	17.01	17.20	20.61
Parks and Grounds I		16.19	16.72	18.54
Parks and Grounds II		17.67	18.20	21.38
Office Professional I	11, 15	16.38	16.92	19.94
Office Professional II	11, 15	n/a	17.26	20.30
Office Professional III	11, 15	n/a	n/a	21.01
Code Enforcement Officer		16.69	17.23	20.27
Assessment Technician	11, 12, 13, 14	16.62	17.16	20.13

1 License or Certificate and Special Premium Schedule. The following schedule represents
2 a separate hourly add-on to pay rates of employees in certain designated job classifications who
3 have achieved or obtained one of the indicated licenses or certificates or special premiums. The
4 following hourly add-ons are not cumulative. This means, for example, that if an employee in the
5 Wastewater Treatment Operator job classification who has the State D license, thereby
6 qualifying for the \$2.14 per hour add-on, subsequently achieves or obtains the State C license,
7 then the employee is eligible to receive the \$2.63 per hour add-on, which is the **only** amount of
8 add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.14
2	C DEQ state license	2.63
3	B DEQ state license	3.34
4	A DEQ state license	4.04
5	S-1 DEQ state license	0.86
6	F-4 DEQ state license	1.88
7	F-3 DEQ state license	2.32
8	F-2 DEQ state license	3.00
9	F-1 DEQ state license	3.73

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
10	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.44 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.43
11	Personal Property state certification, OP in Assessor's office only	0.69
12	Assessor's Level I state certification	1.62
13	Assessor's Level II state certification	2.00
14	Assessor's Level III state certification	2.35
15	LEIN TAC (OP's in Police Department only)	0.69

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(c) 2019 Wages. All base wages receive a 1.5% increase.

Effective the first (1st) full pay period in January 2019, employees shall be paid on the basis of the following pay plan. Changes in any pay rates (example: moving from the start rate to the one year rate) shall be made commencing with the pay period nearest the employee's anniversary date.

PAY PLAN – BASE WAGE SCHEDULE

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	18.64	19.44	20.88
Water System Operator	5, 6, 7, 8, 9	18.64	19.18	20.59
Street Maintenance Specialist I		16.43	16.97	18.82
Street Maintenance Specialist II		17.93	18.47	21.70
Motor Pool Mechanic I	10	15.65	16.21	19.12
Motor Pool Mechanic II	10	17.27	17.46	20.92
Parks and Grounds I		16.43	16.97	18.82
Parks and Grounds II		17.93	18.47	21.70
Office Professional I	11, 15	16.62	17.17	20.24
Office Professional II	11, 15	n/a	17.52	20.60
Office Professional III	11, 15	n/a	n/a	21.32

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Code Enforcement Officer		16.94	17.49	20.57
Assessment Technician	11, 12, 13, 14	16.86	17.41	20.43

1 License or Certificate and Special Premium Schedule. The following schedule represents
2 a separate hourly add-on to pay rates of employees in certain designated job classifications who
3 have achieved or obtained one of the indicated licenses or certificates or special premiums. The
4 following hourly add-ons are not cumulative. This means, for example, that if an employee in the
5 Wastewater Treatment Operator job classification who has the State D license, thereby
6 qualifying for the \$2.14 per hour add-on, subsequently achieves or obtains the State C license,
7 then the employee is eligible to receive the \$2.63 per hour add-on, which is the **only** amount of
8 add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.14
2	C DEQ state license	2.63
3	B DEQ state license	3.34
4	A DEQ state license	4.04
5	S-1 DEQ state license	0.86
6	F-4 DEQ state license	1.88
7	F-3 DEQ state license	2.32
8	F-2 DEQ state license	3.00
9	F-1 DEQ state license	3.73
10	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.44 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.43
11	Personal Property state certification, OP in Assessor’s office only	0.69
12	Assessor’s Level I state certification	1.62
13	Assessor’s Level II state certification	2.00

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
14	Assessor’s Level III state certification	2.35
15	LEIN TAC (OP’s in Police Department only)	0.69

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(d) 2020 Wages. All base wages receive a 1.5% increase.

Effective the first (1st) full pay period in January 2020, employees shall be paid on the basis of the following pay plan.

Employees will also receive a lump sum payment equal to one-half (.5%) percent of their 2019 base wage (excluding overtime) in the form of cash or deferred compensation deposit. Employees will make the payment selection in December of 2019 for payment or deposit during the first full pay period in January 2020.

Changes in any pay rates (example: moving from the start rate to the one year rate) shall be made commencing with the pay period nearest the employee's anniversary date.

PAY PLAN – BASE WAGE SCHEDULE

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	18.92	19.73	21.19
Water System Operator	5, 6, 7, 8, 9	18.92	19.46	20.90
Street Maintenance Specialist I		16.68	17.22	19.10
Street Maintenance Specialist II		18.20	18.75	22.03
Motor Pool Mechanic I	10	15.88	16.45	19.41
Motor Pool Mechanic II	10	17.52	17.72	21.23
Parks and Grounds I		16.68	17.22	19.10
Parks and Grounds II		18.20	18.75	22.03
Office Professional I	11, 15	16.87	17.43	20.55
Office Professional II	11, 15	n/a	17.78	20.91
Office Professional III	11, 15	n/a	n/a	21.64
Code Enforcement Officer		17.19	17.75	20.88
Assessment Technician	11, 12, 13, 14	17.12	17.67	20.74

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Wastewater Treatment Operator job classification who has the State D license, thereby qualifying for the \$2.14 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$2.63 per hour add-on, which is the **only** amount of add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
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1	D DEQ state license	2.14
2	C DEQ state license	2.63
3	B DEQ state license	3.34
4	A DEQ state license	4.04
5	S-1 DEQ state license	0.86
6	F-4 DEQ state license	1.88
7	F-3 DEQ state license	2.32
8	F-2 DEQ state license	3.00
9	F-1 DEQ state license	3.73
10	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.44 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.43
11	Personal Property state certification, OP in Assessor's office only	0.69
12	Assessor's Level I state certification	1.62
13	Assessor's Level II state certification	2.00
14	Assessor's Level III state certification	2.35
15	LEIN TAC (OP's in Police Department only)	0.69

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2 **Section 36.2. Longevity Benefit**

3 (a) Employees Hired Prior to April 1, 1995. The longevity benefit payment shall be a
4 lump sum annual payment to eligible employees and shall be paid within a reasonable period of
5 time following the April 1 determination date. The amount of the annual longevity benefit
6 payment for eligible full-time employees actively employed on the April 1 determination date,
7 and who have worked a full twelve (12) months during the year immediately preceding the
8 April 1 determination date, shall be in accordance with the following schedule.

<u>Years of Continuous Full Time Service Required</u>	<u>Annual Benefit Payment</u>
Completion of 20 years or more	\$1,400.00

1 Employees who do not work a full twelve (12) months during the year immediately
2 preceding the April 1 determination date shall be eligible for the annual longevity benefit on a
3 pro-rata basis. The pro-rata basis shall be calculated using monthly increments with partial
4 months being rounded to the nearest whole month with the 1st through the 15th being rounded to
5 zero months and the 16th to the end of the month being rounded to one (1) month. For example, a
6 full-time employee who loses time during the year and, therefore, has six (6) months and three
7 (3) weeks as of the April 1 determination date would be eligible for the annual longevity benefit
8 calculated on the basis of seven-twelfths (7/12) of the full benefit in the schedule set forth above.

9 (b) Employees Hired on or after April 1, 1995. There shall be no longevity benefit
10 available for employees hired on or after April 1, 1995.

11 **Section 36.3. Shift Premiums**

12 Effective with the first full pay period following ratification of the contract, an employee
13 who works a regularly scheduled shift having a normal starting time of 12:00 noon or thereafter
14 but prior to 11:00 p.m. shall receive a shift premium of fifty cents (\$0.50) per hour for all hours
15 actually worked after 4:30 p.m. on the shift. An employee who works a regularly scheduled shift
16 having a normal starting time of 11:00 p.m. or thereafter, but prior to 5:30 a.m., shall receive a
17 shift premium of seventy-five cents (\$0.75) per hour for all hours actually worked.

18 An employee who works a regular schedule which consistently includes a Saturday and
19 Sunday shift as a standard workday, shall receive a shift premium of fifty cents (\$0.50) per hour
20 only for regular hours worked on Saturday and Sunday.

21 Pyramiding of the shift premium is not allowed.

22 The shift premiums set forth in this Section shall not apply to an employee who works
23 extra hours beyond the employee's regularly scheduled shift and shall not apply to an employee
24 who commences work prior to the normal starting time of the employee's regularly scheduled
25 shift. The shift premiums set forth in this Section shall also not apply to short-term temporary
26 changes in an employee's work shift schedule.

27 **Section 36.4. Hiring Rate**

28 New hires may be started at any pay rate step within the established pay range for a
29 particular job classification as deemed appropriate by the Employer due to qualifications, ability,
30 special skills, training and/or experience. An employee started at a step somewhere above the
31 normal start rate for a particular job classification will be credited with the number of hours of
32 work applicable to the particular step for purposes of future step progression within the
33 established pay range. It is provided, however, that a new hire shall not be started above the one
34 (1) year pay rate step.

1 **Section 36.5. Temporary Leadership Appointment**

2 If an employee is appointed by their direct Supervisor or Division Director to temporarily
3 assume leadership responsibilities within their department, due to the absence of a supervisor,
4 the appointed union employee will receive a \$2.00 per hour premium pay for the hours outlined
5 below. The Supervisor or Division Director has sole discretion to determine which union
6 employee within the department, if any, to appoint.

7
8 Stipulations for receiving the hourly premium:

9
10 (a) If an employee is appointed to the leadership role and functions in that role for
11 more than three (3) full consecutive business days, the hourly premium will be paid on all hours
12 worked.

13
14 (b) If the employee is appointed for less than three (3) full consecutive business days,
15 the premium pay will not apply to any hours worked during the appointment.

16
17 It is the responsibility of the Supervisor or the Division Director whom appoints the
18 employee to notify Human Resources and Payroll via an email of the appointment effective date
19 and probable ending date as soon as the appointment is made.

20 **SAVINGS CLAUSE**

21 **Section 37.1. Savings Clause**

22 Should any part herein or any provisions herein contained be rendered or declared invalid
23 by reason of any existing or subsequent enacted legislation, or by any decree of a court of
24 competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid
25 shall be subject to immediate negotiation.

26 **TERMINATION AND MODIFICATION**

27 **Section 38.1. Termination**

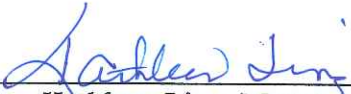
28 This Agreement shall remain in force until December 31, 2020, 11:59 p.m., and
29 thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth
30 (60th) day prior to expiration serve written notice on the other party of a desire to terminate,
31 modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter,
32 amend, negotiate or change or any combination thereof shall have the effect of terminating the
33 entire Agreement on the expiration date in the same manner as the notice of desire to terminate,
34 unless before that date, all subjects of amendment proposed by either party have been disposed
35 of by agreement or by withdrawal by the party proposing amendment, modification, alteration,
36 negotiation, change or any combination thereof.


37 The written notice referred to in this Section of the Agreement shall be deemed
38 sufficiently filed if sent by certified mail and addressed, if to the Union, to the President of
39 MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE

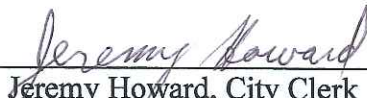
1 TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN
2 (TPOAM), and if to the Employer, to the City Manager of the City of Mount Pleasant.


CITY OF MOUNT PLEASANT


MOUNT PLEASANT MUNICIPAL
EMPLOYEES ASSOCIATION represented by
THE TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS' ASSOCIATION OF
MICHIGAN (TPOAM)


By 
Kathleen Ling, Mayor

By 
Ron Wiggins, Negotiating Committee Member

By 
Jeremy Howard, City Clerk

By 
Cheryl Embrey, Negotiating Committee
Member

By 
Laura Delamater, Negotiating Committee
Member

By 
Kris Crawford, Negotiating Committee
Member

By 
Jason, VanLiew, Negotiating Committee
Member

By 
Wayne Beerbower, TPOAM Business Agent

Dated May 24, 2017

INDEX

Administrative Leave.....	43
Arbitration.....	13
Bargaining Unit Work.....	16
Bereavement Leave.....	44
Bulletin Boards	56
Compensation	58, 64, 65
Contracting, outside	55
Coveralls	56
Coveralls and Uniforms	56
Death.....	39
Disciplinary.....	10, 40, 47
Effective Date(s).....	1, 21, 50, 58, 59, 61, 63
Employer Postings	56
Employment Record	10
Equalization	32
Family and Medical Leave.....	45, 47
Grievance	11, 13
Grievances.....	15
Health and Safety.....	57
Hiring Rate.....	65
Holidays	34, 35, 36
Illness, Injury and Medical Leave.....	42
Insurance	48, 49, 50
Job Classification	22, 57, 58, 59, 61, 63
Jury Duty Leave.....	44
Labor-Management.....	9, 29
Layoff.....	19, 20
Leaves of Absence	41, 42, 43, 44, 45, 47
Life Insurance	48
Longevity Benefit	64
Military Leave.....	41
Negotiating.....	9, 67
Non-Bargaining Employees.....	6, 16
Overtime	29, 31, 32, 33
Overtime Equalization	32
Paid Benefit Leave.....	34, 35, 36, 38, 40, 45, 53
Paid Time Off	41
Personal Leave	41
Posting.....	23, 24
Posting and Bidding.....	23
Premiums	35, 58, 60, 62, 63
Recall	20
Retirement.....	39, 51, 52
Retirement Benefit.....	51

Rules and Regulations..... 47
Savings Clause 66
Seniority 17, 18, 19, 42
Shift..... 29, 65
Shift Premiums..... 65
Shifts 29, 65
Sick Leave..... 38, 40, 53
Special Conference 12, 15
Stewards 10, 15
Subcontracting 55
Supplemental Agreements 56
Termination..... 66
Training..... 25
Transfers 21, 23
Uniforms 56
Union Postings 56
Vacancy..... 24
Vacation 36, 37, 39, 53
Verbal Discussion 11
Wages..... 40, 58, 59, 61, 63, 65
Written Procedure 11, 12