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6/30/2001



LABOR CONTRACT AGREEMENT

between

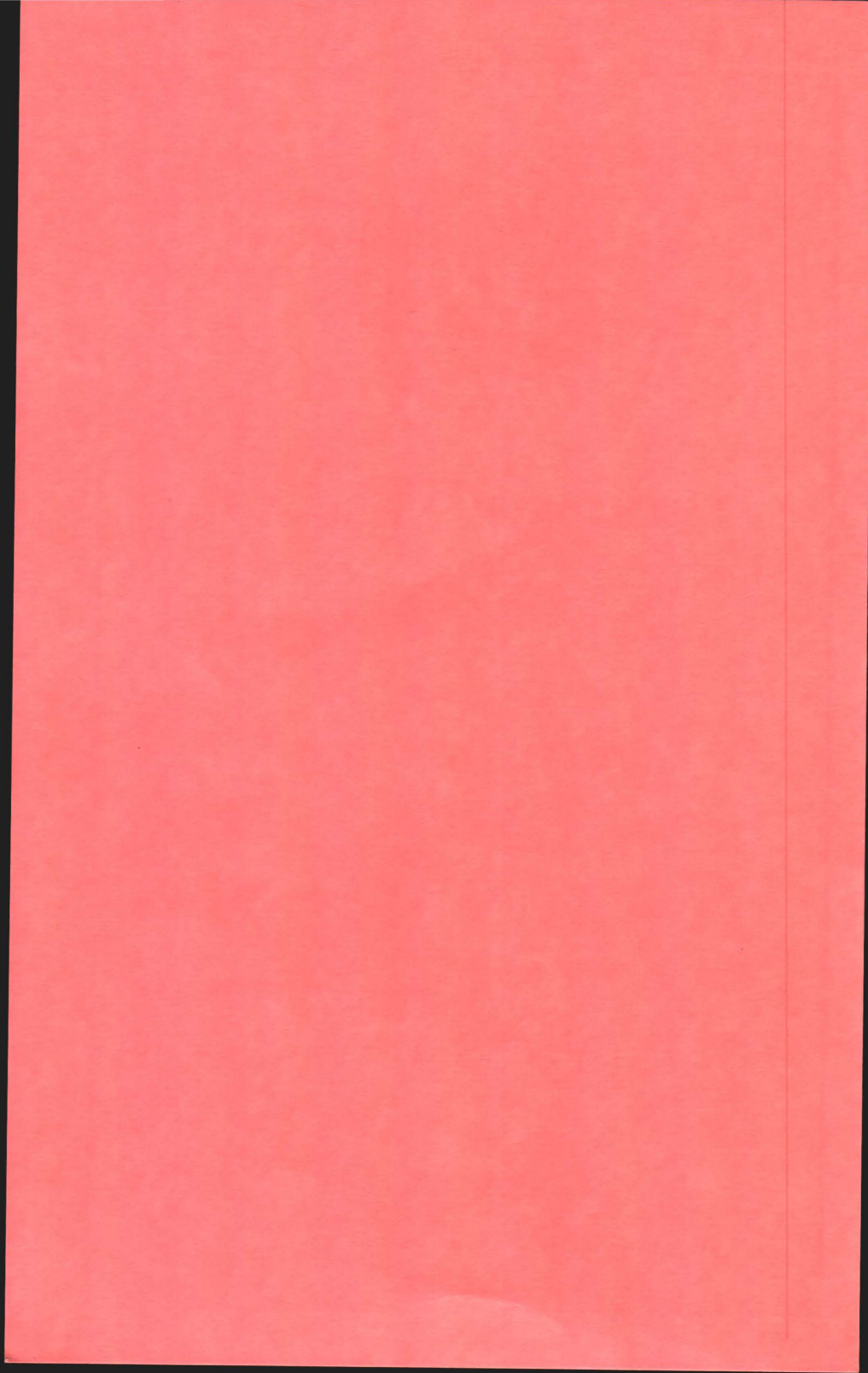
THE CITY OF TAYLOR

and

LOCAL 1128 AFSCME, AFL-CIO

Taylor City of

LABOR AND INDUSTRY 1996/2001
 RELATIONS COLLECTION
 Michigan State University





LABOR CONTRACT AGREEMENT

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THE CITY OF TAYLOR

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**LOCAL 1128
AFSCME, AFL-CIO**

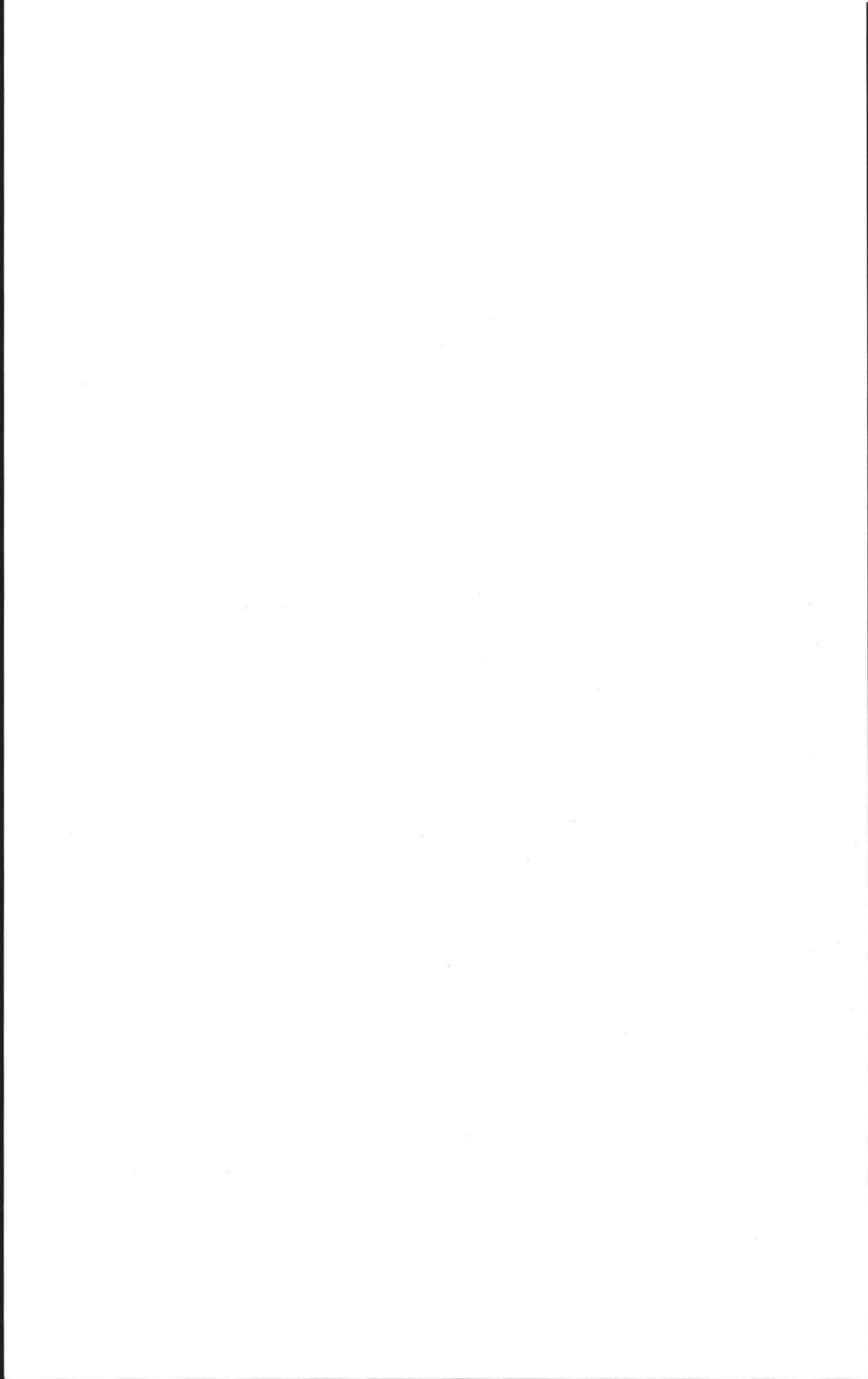
1996/2001





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AGREEMENT

Agreement entered into on this 8th day of April, 1998 between the City of Taylor (hereinafter referred to as the "Employer" or the "City") and AFSCME, Local 1128 of the Metropolitan Council Number 25, of the International Union of the American Federation of State, County, and Municipal Employees (hereinafter referred to as the "Union").

ARTICLE 1 - WITNESSETH

Whereas, the City has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, and

Whereas, the City has granted recognition, job security, and other rights and privileges under a prior existing Agreement, and

Whereas, the City recognizes the principle that every employee shall maintain continuous employment without any fear of discrimination, particularly to employees exercising their voting privileges and their political freedom, and

Whereas, both parties agree that the contract, policies, and practices of the Employer shall be applied equally and fairly to all employees of the bargaining unit, and

Whereas, both parties desire to continue their friendly cooperation and to improve the job security and economic relationships of all employees covered by this Agreement, and

Whereas, both parties following extensive and deliberate negotiations have reached certain understandings which they desire to put into the form of an Agreement, and

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 - RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in accordance with Act 379 of the Michigan Public Acts of 1965 for the following unit:

All City Employees, excluding Firemen, Policemen, Elected and Appointed Officials, Confidential Employees, Seasonal, Food and Beverage Employees, Temporary Employees, except as otherwise addressed in this Contract, Supervisors as defined in the Act, and other Employees excluded within this Contract.

ARTICLE 3 - CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and employees in the bargaining unit and in the event that any provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, the Union and Employer shall enter into immediate negotiations on said provisions and reach an Agreement which complies with the law. All other provisions of this Agreement shall continue in effect.

ARTICLE 4 - UNION MEMBERSHIP

1. The City agrees as a condition of employment that all eligible City employees shall become members of the Union within 90 actual work days after their hire or pay an agency fee equal to the monthly dues. All employees who become members of the Union shall remain members of the Union during the term of this Agreement.
2. The City agrees that it shall employ no less than 100 regular full-time Local 1128 employees. The City further agrees that this provision shall be effective from the date of ratification by the parties and shall remain in full force and effect during the duration of this Agreement and continue in full force and effect until such time as a subsequent labor Agreement is negotiated and ratified by both parties. Counted in the 100 will be Local 1128 bargaining unit employees who are on temporary leaves of absence, temporary absences due to on-the-job injuries, and voluntary layoffs. Not counted in the 100 employees shall be a bargaining unit employee who leaves this unit, with or without a leave of absence, and remains employed by the City of Taylor in a non-bargaining unit position.
3. Failure to join the Union within the prescribed 90 actual work days from date of hire or pay an agency fee equal to Union dues, shall be the basis for immediate discharge. Discharge shall take place immediately upon receipt of a letter from the Union indicating an employee is sixty (60) days in arrears with his or her Union dues or agency fees.
4.
 - A) Full time employees shall serve a probationary period of ninety (90) actual days worked, during which time they will be termed probationary employees.
 - B) Probationary Employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
 - C) During the initial 90 day probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in the Agreement.
 - D) In the event a holiday falls within the first ninety (90) actual work days of employment, said holidays will be paid to the employee upon completion of his/her probationary period.
 - E) The City may, at it's option, extend the new employee probationary period an additional 90 days.
5. Temporary Employees: The City may hire full or part time temporary employees up to a maximum of 40% of the 1128 membership. Temporary employees will be hired at a pay rate to be determined by the City, will not receive benefits, and will be exempt from the provisions of the labor contract. Temporary employees shall be employed for a period not to exceed 365 calendar days. In the event said temporary employee shall continue beyond 365 days, he/she shall become a Clerk I/Laborer I at a pay rate determined herein, shall receive no benefits, but shall become a member of Local 1128. Employees in the Clerk I/Laborer I classification may be employed in said classification for a period up to, but not to exceed 365 days at which time the employee's service shall be terminated or the employee shall become a full time employee as defined herein.

6. Student Co-Op Employees shall work not more than five (5) hours per day five (5) days per week Monday through Friday, on days school is in session, and not more than eight (8) hours per day, five (5) days per week Monday through Friday, on a holiday or during the summer between school years. They shall be certified from the school attended and a copy of said certification shall be given the Union within seven (7) calendar days from the date of hire. If a student Co-Op employee is continued in employment with the City for sixty (60) calendar days beyond the school year, said employee shall become a Clerk I/Laborer I under the provisions of Section 5. It is understood that the City shall employ not more than ten (10) student Co-Op employees at any one time, and not more than one (1) Co-Op employee will be assigned to a given department.
7. Seasonal employees shall work not more than 1040 hours annually, except those assigned to the golf course, who shall not work more than 1500 hours annually. Once a seasonal employees reach their maximum hours, they shall be separated from employment. Seasonal employees are hired to do work not traditionally done by Local 1128 members.
8. Employees mentioned in Sections 5, 6, and 7 shall be exempt from Article 4, Section 1.
9. Entrance level position in the non-clerical area shall be Laborer I. Entrance level position in the clerical area shall be Clerk I.

ARTICLE 5 - UNION DUES AND AGENCY FEE DEDUCTIONS

The City agrees to deduct from the paycheck of each employee of the City who has signed an authorized payroll deduction card, as provided by the Union. 1) Union dues, or 2) Agency Fees. The amounts to be deducted shall be certified to the City by the Treasurer of the Union and the total deduction of all employees shall be sent together with an itemized statement to the Treasurer of the Union by the first of the following month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

AUTHORIZATION FOR PAYROLL DEDUCTIONS

By: _____
Last Name First Name Middle Name
To: _____
Employer
Effective: _____
Date

I hereby request and authorize you to deduct from my earnings 1) _____ Union membership dues once each month in an amount established by the Union or 2) _____ Agency Fee equal to the monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of the Agreement.

Signature of Member

To: _____
Employer

ARTICLE 6 - CITY COUNCIL MINUTES

SECTION 1.

The City Council shall notify the President and Secretary of the Union of all regular and special council meetings prior to such meetings. Notification shall be by submission of the "Agenda" of the meetings to the Union officials.

SECTION 2.

Minutes of all City Council Meetings shall be mailed to the President and Secretary of the Union as they appear in the files of the council.

SECTION 3.

The City Personnel Director shall provide the Union with a copy of all payroll changes for the employees represented by this Union within five (5) days of change. This list to include new hires, demotions, promotions, transfers and any other changes in rates of pay.

ARTICLE 7 - BULLETIN BOARDS

The City will make bulletin board space available in each department for the use of the Union for publishing notices and news pertaining to the conduct of its affairs. These bulletin boards will not be used by either party to this Agreement to post material of political nature.

ARTICLE 8 - STEWARDS REPRESENTATION

SECTION 1.

The Union shall determine the representation areas and number of stewards needed. Notification of the representation areas and stewards shall be sent to the Employer before the steward is allowed to serve as a representative for the designated area. The steward shall be a regular employee who must be working in the representation area. The chief steward shall act as the regular steward only in the absence of a regular steward. Alternates shall function only in the absence of the regular steward and the chief steward.

SECTION 2.

A steward or his alternate during working hours, without loss of time or pay may investigate and present grievances to the immediate supervisor involved. The supervisor's permission shall not be unduly withheld unless such withholding of permission is for just cause. However, in no event shall the delay of such permission extend beyond four (4) working hours from the time of request or if requesting prior to the quitting of the shift and refused, such request shall be honored at the beginning of the next regular scheduled shift. Grievances shall be investigated and processed without any delay. Should any of these meetings be continued during hours which are not the steward's or alternate's regular hours of work, the steward or alternate shall receive the proper rate of pay.

ARTICLE 9 - SENIORITY

SECTION 1.

Seniority shall be granted to all employees who have completed their probationary period, consisting of ninety (90) actual days worked. Seniority starts from the first day of employment. Lowest employee in seniority shall be the first to be laid off provided the remaining employees have the ability to perform the job. The City shall provide employees one week notice prior to their date of layoff.

SECTION 2.

If a position is eliminated, or if an employee is bumped, the employee shall have the right to replace any employee with less seniority provided he has the ability to perform the job. In the event that the bumping employee leaves that position for whatever reason within a sixty (60) day period, the bumped employee will have a right to return to his/her formerly held position. If an employee is removed from the job, the matter may then be submitted at the second step of the grievance procedure.

SECTION 3.

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

- A. She/he quits.
- B. She/he is discharged and the discharge is sustained.
- C. She/he is absent for three (3) consecutive working days without notifying the Employer unless it is impossible to do so. After such absence, the Employer will send written notification to the employee at his/her last known address, that she/he has lost his/her seniority and his/her employment has been terminated.
- D. She/he does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leave of absence.
- F. She/he retires.
- G. In the application of the provisions of this article, due consideration will be given to extenuating circumstances.

SECTION 4.

In the recalling of employees, the senior employee shall be given first preference. An employee shall have the right to decline offered work which is not of a similar nature and still retain their place on the recall list (clerical cannot be forced to return to non-clerical and vice versa). If an employee accepts a position, she/he shall be returned to the recall list if a lack of ability and/or qualifications are obvious. All employees shall receive notice of recall from the Mayor or his designee sent by certified mail, return receipt requested, deliver to addressee only. Reporting time will commence from the date of delivery of the said letter. If an employee is so notified and shall fail to report within ten (10) working days, she/he shall lose his/her seniority standing; however, extension of

this time may be granted by the personnel Director for good cause. Recall lists must be kept for a period of two (2) years or the length of seniority, whichever is greater.

SECTION 5.

The seniority list on the date of this Agreement must show the names and job titles of all employees. Up-to-date lists shall be provided by the Personnel Director to the Union every six (6) months.

SECTION 6.

Existing or promoted Supervisory or Confidential employees shall have the right to transfer back to the 1128 Unit by written request, subject to the provisions of Article 14 Section 2.

SECTION 7.

Employees promoted to confidential or supervisory status shall, if demoted, return to whatever position their seniority may entitle them.

SECTION 8.

Employees appointed to department head or management status which is outside the Local 1917 bargaining unit shall have their Local 1128 seniority frozen. If demoted, these employees shall return to whatever position their frozen 1128 seniority may entitle them.

ARTICLE 10 - LEAVES OF ABSENCE

No employee shall be eligible for leave of absence until they have completed a probationary period. All requests for leave of absence must be presented in writing to the immediate supervisor and shall include the following pertinent information: Purpose of leave, effective date and duration. Leaves other than military, maternity and sick leave must have prior approval from the immediate supervisor. Should the immediate supervisor fail to grant the leave within five (5) work days, the employee may appeal through the grievance procedure and the arbitrator shall have the power to grant a leave if he feels the need for a leave is valid.

While on approved leave of absence, an employee will continue to accrue his seniority subject to limits indicated in this Article. All leaves are granted without pay except where otherwise agreed on.

The Employee shall return to the position he held at the time he took such leave. However, if the employee's former position has been eliminated at the time of his return, he shall be placed in a position in accordance with Article 9, Section 2. On leaves of sixty (60) days or less the City will pay all insurance premiums and all fringe benefits will accrue to the employee, limited to each Article in this Agreement and past practice.

Employees on leave of absence for bona fide medical reasons will receive pension credit up to a maximum of one year. In cases where there is a disagreement about whether bona fide medical reasons exist, it is agreed that a Board Certified or Academy Certified M.D. will be mutually agreed upon to make a final and binding determination as to whether the employee is unable to work because of bona fide medical reasons. If a physician cannot be selected by mutual Agreement, one will be selected in accordance with the rules of the American Arbitration Association. Time off under Workers' Compensation will continue to earn pension credit.

Employees on leave of absence for non medical reasons will receive pension credit for a maximum of 60 days.

SECTION 1.

Leaves of absence for a period not to exceed thirty (30) days shall be requested from the head of the department to which the employee is assigned and request for such leave shall be answered by the department head in writing within five (5) working days.

SECTION 2.

An employee who enters the Armed Forces of the United States or who is called for reserve duty, National Guard or other branches of the services covered by the National Selective Service Act will be granted leaves and other rights as afforded by the Act.

SECTION 3.

Maternity Leave:

- 1) Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician stating the approximate date of delivery, the nature of work she may do and the length of time she may continue to work.
- 2) She shall be permitted to continue to work in accordance with her physician's recommendation, provided the Employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee be off the job.
- 3) A permanent employee who is an expectant mother or who adopts a child or acquires a family by marriage or assumes the legal responsibility of a family will be granted a leave of absence not to exceed one (1) year and renewed annually upon written request up to a total of three (3) years without the loss of seniority.
- 4) Employees on a maternity leave shall continue to have their premiums paid on all insurance programs for a period of two (2) months of said leave. Employees may choose to continue insurance premiums at their own cost.

SECTION 4.

An employee after one year of service shall become eligible for a leave of absence for educational purposes. Educational leaves will be for no more than one year. Educational leaves may be renewed upon written application. The joint bargaining committee will review the progress of individuals on educational leaves at pre-agreed intervals. Failure to progress in the agreed on program may be the basis for terminating such leave upon mutual Agreement of the joint bargaining committees.

SECTION 5.

Employees may request a leave of absence not to exceed thirty (30) days in any calendar year to attend special conferences, seminars or other educational functions that are intended to improve or upgrade the employee's skill

or professional ability. Where the Employer requests an employee to attend, the employee shall receive full pay plus paid expenses as determined at the time of approval.

SECTION 6.

An employee selected or elected to a union position or selected by the Union to do work for the Union which takes him from his employment with the City shall, upon written request of the employee, receive a leave of absence for a one (1) year period. The same shall apply to members selected to a position with the Council or International Union. Renewal must be requested annually in writing and this benefit will apply only to the maximum accumulated seniority of the individual employee involved.

SECTION 7.

The City shall grant the time off without compensation and without discrimination to any employees designated by the Union to attend Union conventions or conferences provided seven (7) days written notice is given the immediate supervisor specifying the time to be taken off. The Union agrees that in making its request for time off for union conventions or conferences, no more than three employee delegates will be considered. The City agrees that every other year, one person will be given five (5) days off at his current straight time rate of pay to attend the International Union Convention.

SECTION 8.

To settle an estate outside of the immediate residence of the employee not to exceed six (6) months.

SECTION 9.

Sick Leaves:

Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period equal to their seniority or two (2) years whichever is greater. Such leave may be extended upon request.

SECTION 10.

If called for jury duty, an employee shall be granted a leave of absence and be paid the difference between his jury pay and his regular pay for each day served as substantiated by proper verification. However, this provision will be for a maximum of six (6) months for any employee in one (1) year.

ARTICLE 11 - ILLNESS AND FUNERAL BENEFITS

SECTION 1.

A sick leave cash account will be established for each employee. Hours in the sick bank prior to 7/1/84 will be converted to cash at the pay rate in effect on 6/30/84. Sick time accumulation between 7/1/84 and date of ratification of this re-opener will be converted to cash at the pay rate in effect just prior to ratification of this re-opener. Employees who have sick leave days accumulated shall not be disciplined for the proper use of sick leave.

SECTION 2.

Employees will earn additional cash account credit for each month s/he works at least five full days, excluding sick pay and pay for on-the-job injuries. The employee's account will be credited at the rate of one and one-half (1 ½) days at his current hourly pay rate for each month worked as defined above. Sick days taken will be paid at the current rate of pay and deducted from the employee's credit balance. Employees shall be permitted to charge sick time in increments of two (2) hours. Employees hired after April 8, 1998 shall be credited with one (1) day at the current hourly pay rate for each month as defined above.

SECTION 3.

If an employee is absent no more than five (5) days due to illness in a calendar year, he shall receive an additional one week's pay as a bonus or one week paid leave at the employee's option. If an employee elects a leave, it must be taken by year end otherwise, the cash will be paid out by February 1st of the following year. Failure to report off work and/or an unexcused absence shall be charged against the bonus week.

SECTION 4.

Each February 1st, all cash balances in excess of \$15,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$4,000 once a year with a minimum requested payout of \$1,000. This payment will be made no later than the second pay period after the request. A statement of each employee's year end cash account balance will be issued no later than April 1st.

SECTION 5.

If an employee's service is terminated for any reason, the balance of the sick bank will be paid out to the employee within 30 days of termination.

SECTION 6.

Personal illness, illness of immediate family such as father, mother, husband, wife, child, stepchild, sister, brother, mother-in-law, and father-in-law, grandparents, grandparents-in-law, grandchildren, step-parents or member of the employee's household shall be reason for sick leave.

SECTION 7.

Employees exercising sick leave privileges shall, whenever possible, advise their department of the intent to be absent prior to the beginning of their regular shift. Telephone notification by a member of the employee's immediate family or any member of his household is acceptable. An employee who is late for work shall be entitled to work the rest of the shift subject to the provisions of Article 20.

SECTION 8.

An employee shall be entitled to five (5) consecutive days (actual work or non-work days) without loss of pay per funeral, to make preparation for and attend the funeral and burial of any member of the family as described in Section 6 herein.

- A. The employee's department head shall grant two (2) additional days in the event the deceased is a husband, wife, father, mother, father-in-law, mother-in-law, child or step-child. Said additional days may not result in more than five (5) total bereavement work day allotment.
- B. A death in the employee's immediate family as defined in Section 6 occurring during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against bereavement leave.

SECTION 9.

Request for excused absence due to death or sickness in the family shall be made to the employee's immediate supervisor and shall be answered without unnecessary delay.

SECTION 10.

Employees selected to be a pall bearer for a deceased employee will be allowed one day off without loss of pay.

SECTION 11.

The Local Union President or his delegated representative shall be allowed one day off with out loss of pay to attend the funeral of any member of the local union who is an employee or retired employee of the City.

SECTION 12.

Employees who work a minimum of 500 hours within a calendar year will be allowed three (3) days personal leave per year provided s/he has a sufficient cash account balance to cover the leave time requested. These days will be deducted from the cash account balance at the employee's current wage rate. Personal time shall be charged in increments of two (2) hours. The employee must request in writing from his department head or supervisor 24 hours in advance of the day requested whenever possible. Employees will not be required to provide reasons for these leaves. This absence shall not be counted against the employee's bonus leave program in Section 3. The City will provide proper forms for these requests. Personal leave days will not be taken the day before or the day after the day given off as a holiday unless a written request stating the reason is made and prior approval is obtained.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

SECTION 1.

All disciplinary action shall be taken on the basis of just cause. Political activity by any employee shall not be the basis for disciplinary action unless such activity takes place during regular working hours. Employees will not be subject to discipline based on unsubstantiated citizens' complaints.

SECTION 2.

The Union will be provided with a written copy of all formal disciplinary actions. Disciplinary letters will be specific and will note the time, place and all circumstances of the rule violated, misconduct alleged along with the penalty involved. After the employer's knowledge of the incident:

- A. Formal notification of disciplinary action will occur no later than ten (10) working days after formal knowledge of the incident precipitating said discipline.
- B. In the case of suspensions and terminal actions, Article 12, Section 3 will be invoked no later than fifteen (15) working days.

In the case of suspensions, holidays shall not be counted or included in the penalty imposed.

SECTION 3.

All disciplinary action may be processed through the regular grievance procedure except suspensions and terminal actions will be taken up at the second step of the grievance procedure, in which case suspension or terminal action shall not be invoked until the grievance hearing with the Personnel Director has been held. Disciplinary action shall be implemented in a manner that will not unnecessarily embarrass or disgrace the employee and any discussion related to such action shall not take place before the public or any other employee. Any sustained disciplinary action will remain on the record for a period of one (1) year.

SECTION 4.

Disciplinary action shall be only for just cause. The maximum action that any supervisor can take is immediate suspension for up to three (3) days and have the employee report to the department head the next regular day following the suspension. The employee shall have the right to be represented by his steward. Assignments challenged on the basis of health or safety are subject to immediate review by the immediate supervisor and Union Steward if requested by the employee. Safety is a paramount concern of the Employer as it is the employee and we are not encouraging unsafe acts or use of unsafe equipment.

SECTION 5.

Absence and Tardiness:

- A. First Offense - Upon accumulating a third unexcused occurrence (of either absence or tardiness, not a combination of the two) within a 90 day period, an employee with a heretofore clean record shall be issued a First Written Warning.
- B. Second Offense - Upon accumulating two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any 90 days after issuance of the First Written Warning, but before the record is cleared, the employee shall be served with a Second Written Warning.
- C. Subsequent Offenses - Thereafter, upon accumulation of two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any 90 day period of the last previous disciplinary measure, but before the record is cleared, the following sequence of time off without pay penalties shall be imposed: a three day DLO for the third offense and a five day DLO for the fourth offense.
- D. The final Offense - Any employee who accumulates two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any 90 days of receiving the fourth offense five day DLO, but before the record is cleared, shall be discharged.
- E. Correction of Record - For each 90 days of attendance and promptness unmarred by any unexcused occurrences, the employee's record shall be rolled back one step.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEEDINGS

1. Any grievance or dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement will be settled in the following manner:
2. Step One: An employee who feels he or she has a grievance will discuss the matter with his or her immediate supervisor within five (5) working days of the knowledge of occurrence. The employee will have the Divisional Steward present.
3. Step Two: If the grievance is not settled at step one, it will be submitted in writing to the department head or delegate within five (5) working days of the discussion with the immediate supervisor. The grievance will be complete in detail. The department head will respond in writing within five (5) working days. The Divisional Steward will participate at this step.
4. Step Three: Grievances not settled at step two will be submitted to the Director of Personnel within five (5) working days of the step two answer or within five (5) working days of the step two due date. The Director of Personnel will respond in writing within fifteen (15) working days of the date of the third step if no hearing is held. If a hearing is scheduled, the Union may have the local president or delegate, a union officer and a representative of Council 25 in attendance. The Local president may have the grievant present at this step in place of the union officer. When more than one employee files a grievance on the same subject the Local president may select one grievant to attend the meeting.
5. Step Four: If the grievance is not settled at step three and the Union wishes to arbitrate the matter the Union will, within forty-five (45) working days, submit a written notice of its intent to arbitrate the matter to the Director of Personnel. A pre-arbitration meeting will be held if requested by either party.

Once notified, the Director of Personnel shall, within five (5) business days, notify the Union as to who the selected arbitrator is from the following rotational list:

- a. Patrick McDonald
- b. Mario Chiesa
- c. Joseph Girolamo
- d. Paul Glendon
- e. Howard Cole

The rotational list may be changed only by mutual agreement, either during the first week of June each year or to replace vacancies on an as needed basis

(A) The arbitration proceedings will be conducted by an arbitrator selected in accordance with the rules of the American Arbitration Association. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator has no power to add to, subtract from or modify any terms of this

Agreement. The decision of the arbitrator shall be final and binding upon the City, the Union and the grievant.

(B) Expenses for the arbitration services shall be shared equally by both parties. If either party desires a verbatim record of the proceedings, they may arrange for a court reporter and be responsible for the expense. If the other party wishes to have a copy of the transcript, it will be made available with the understanding that the other party will pay half the cost.

6. Expenses for arbitration hearings will be shared equally by the City and the Union.
7. The Employer will make every effort to respond in a timely fashion at each step of the grievance procedure. However, any grievance not answered within the prescribed time limit at any step will be commensurate to a denial of the grievance. If this occurs, the grievance will automatically be positioned to the next step of the grievance procedure.
8. Any grievance not appealed from a decision of the City in one of the steps of the above procedure shall be considered withdrawn by the Union, without prejudice.
9. The time limits prescribed in the grievance procedure may be extended by the mutual consent of the parties.
10. During the meetings on grievance matters, all steps up to and including arbitration shall be conducted during regular working hours without the loss of time or pay for all parties involved.
11. The Local president will be allowed time off without pay and without charge to vacation, sick time, personal time or bonus time for arbitration appeals to Council 25 so long as a letter of verification identifying the grievance and listing the time and place of the appeals meeting is received by the City Personnel Director one (1) week in advance, signed by the Council 25 Arbitration Analyst.

ARTICLE 14 - PROMOTIONS AND TRANSFERS

All job vacancies shall be filled on the basis of seniority and ability.

SECTION 1.

In the event of a vacancy or a new job, the job will be posted on a bargaining unit wide basis for a period of three (3) working days by the Union Secretary, Chief Steward, stewards in Highway, Golf, Parks & Recreation, Vehicle Maintenance, Animal Shelter, City Hall, Water Department, who will receive copies from the City's Personnel Department. Selection will be based on seniority and ability from the signers of the posting. Persons on vacation shall have the right to file for vacancies or transfers posted during their vacation upon return to work. The ability requirement(s) for all vacant or new positions shall be job-related and shall be set forth in the posting where appropriate. Such filing shall take place within three (3) days after returning to work with the first day of work counting as the first day for filing. No retroactive payments shall be made as a result of such filing. The eligibility lists established from these postings will remain in effect for a period of one hundred and twenty (120) days.

SECTION 2.

No more than two (2) permanent lateral transfers or downgrades will be allowed within a one year period. If a seniority employee declines a permanent opening when it is offered, this will constitute a successful bid.

SECTION 3.

If a new job is created within the bargaining unit, the City will negotiate with the Union to establish the proper pay range for the new job. The new job will be filled on the basis of city wide posting by the most senior qualified employee.

SECTION 4.

Any employee who is promoted, laterally transferred, or downgraded to a new assignment shall be given a trial period consisting of sixty (60) days actually worked in which to qualify for the new position. The City shall provide the necessary on-the-job training to assist the employee in qualifying for the job. However, the City shall have the right to disqualify an employee at any time during the sixty (60) day trial period when there is an obvious lack of ability for him or her to perform the job. During the trial period, the employee shall receive the rate of pay for the job which he or she is performing.

SECTION 5.

If an employee fails to qualify s/he shall be returned to his/her former position no later than the next regular work day. An employee's disqualification will be subject to the grievance and arbitration procedure. An employee who is disqualified from a position under Section 4 shall continue to have the right to bid on or bump into other positions, and shall have the right to bid on or bump into future vacancies in the same position from which he/she was disqualified after a twelve month waiting period from the date of disqualification, provided the employee has demonstrated improvement in the area(s) for which the employee was disqualified. (Note: to be effective upon ratification by the Union and Council, applicable to past and future disqualification's.)

SECTION 6.

The immediate supervisor and employee shall note on the employee's time card the fact of his/her assignment to a higher classification and the exact amount of pay to be received.

SECTION 7.

Entry level positions shall be filled by request, or new hires.

SECTION 8.

Anyone bidding or bumping into a mechanic classification will be required to have state certification in engine repair (auto & truck), electrical systems (auto & truck), heating and air conditioning, engine tune up, front end, and steering system.

SECTION 9.

Departmental Aides - Upon the signing of the Agreement in 1994, the following positions are declared vacant or created: Police Departmental Aide, Fire Departmental Aide, Departmental Aide in the DPW, Departmental Aide in the Assessor's Office, Departmental Aide in the Water Department, Departmental Aide in the Office of Developmental Services, Departmental Aide in Parks & Recreation, and Departmental Aide in Budget and Finance and one Departmental Aide the location of which to be determined by the Mayor. The Police Chief, the

Chief of the Fire Department, the DPW Director, the City Assessor, the Executive Director of Development Services, the Chief Accountant and General Manager of the Water Department, the Executive Director of Golf, Parks & Recreation, and Director of Budget & Finance shall have the right, without regard to seniority, to select a qualified applicant from among the members of the bargaining unit who apply for the position after a notice has been posted by the Director of Personnel. Interested clerical whose positions are covered by the clerical wage scale have three working days from the date of the notice to call or to notify the Personnel Department in writing, and the Personnel Department shall create a list from the interested persons. (Said lists shall be good for 120 days and may be re-noticed by the City if the 120 day period has expired.) To be eligible to apply for Departmental Aide positions, employees must have ninety (90) days seniority in Local 1128.

The aforementioned Departmental Aide positions shall be exempt from the bumping provisions of this Agreement. Departmental Aides serve at the will of the Department Head and may be removed from their position at any time, without cause, subject only to their right to bump in accordance with the provisions of this Agreement. In the event of a layoff, the aforementioned positions will be subject to layoff in accordance with Article 47, Sections 1&2. However, in the event that a Departmental Aide should select a voluntary layoff in accordance with Section 2, that position will be considered vacant and the director shall be free to select another Departmental Aide from the list of interested persons, subject to the right to bump all but departmental Aides after the voluntary layoff has expired. And, provided further, that if one of the aforementioned Departmental Aides is laid off in accordance with Article 47, Section 1, then the department head shall have the right to appoint another Departmental Aide from the list kept by the Director of Personnel, without regard to seniority.

SECTION 10.

Parks and Recreational Laborers:

Parks and Recreation Department Laborer positions shall be posted and bid in accordance with Article 14 Section 1 of this Contract.

SECTION 11.

Any ability requirement relating to training or certification which the City offers to provide to any non-bargaining unit person (temporary) must also be offered on an equal basis to bargaining unit employees (e.g., if two (2) non-bargaining unit persons (temporary) then two (2) bargaining unit employees; if five (5) non-bargaining unit persons (temporary) then five (5) bargaining unit employees, etc.). If an excess number of bargaining unit employees express interest in the training or certification, the highest seniority employees shall receive the training or certification. Except in instances of involuntary downgrades or where circumstances beyond the employee's control cause the employee to desire a downgrade, the training or certification shall be offered only to those employees of a class equal to or lower than that for which said training or certification is offered. Notwithstanding training or certification offered by the City to non-bargaining unit persons (temporary) all bargaining unit positions shall be filled by first offering the position to the bargaining unit employees who have completed the required training or certification.

ARTICLE 15 - LONGEVITY PAY

All employees shall receive longevity pay based on the following schedule:

- A. Effective with the December, 1994, longevity payment, four dollars (\$4.00) per month for each month of actual service beginning after the fifth year of service retroactive to the hiring date.

- B. Payment shall be made by a separate check between December 1st and December 15th of each year and will be paid for the year beginning December 1st through November 30. If an employee is on an approved medical leave as defined in Article 10, or on-the-job injury as defined in Article 26, he or she shall be entitled to longevity payment in accordance with paragraph "A" above.
- C. In case of retirement or termination, longevity shall be paid on a prorated basis at the time of departure from active service with the City, i.e. the employee shall be paid longevity pay for each full month worked since the last December 1, calculated based on the total months of service by the employee at the time of retirement or termination. By way of example:

Employee has 100 months of service at time of retirement or termination. Employee's date of retirement or termination is June 1. At the longevity rate of four dollars (\$4.00) per month for each month of service, employee is entitled, upon retirement or termination to a longevity payment of \$200 (\$400 annually, prorated to six months).

ARTICLE 16 - LUNCH AND REST PERIODS

SECTION 1.

- A. All employees will receive a 30 minute paid lunch period during their regular work schedule. In addition, they shall receive one 15 minute rest period during each one-half shift, paid for by the City. An appropriate time and place shall be scheduled for such lunch period and rest period.
- B. All flex-time employees shall receive a sixty (60) minute paid lunch period during their regular work schedule. In addition, they shall receive a fifteen (15) minute rest period during each one-half shift, paid by the City. An appropriate time and place shall be scheduled for such lunch and rest period.

SECTION 2.

Past practice concerning lunch periods shall remain in effect for those employees who have a different lunch period than specified in Section 1.

SECTION 3.

Employees who work beyond their regular shift shall receive a 15 minute rest period before they begin to work on the next shift. Any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four hour period shall receive a paid 30 minute lunch period. They shall receive an additional 30 minute paid lunch period for each additional four (4) hours thereafter. In addition, they shall receive the regular rest period that occurs during the overtime shift.

ARTICLE 17 - HOURS OF WORK

SECTION 1.

- A. Work Day - Eight consecutive hours of work within the 24 hour period beginning at midnight shall be the regular work day.

- B. Flex Time: The City may establish flex time schedules for those positions it deems necessary and appropriate. The City shall notify the Union of such determination prior to the posting of said positions. Flex time schedules will typically be four (4) days at ten (10) hours per day. No employee shall be forced to work a flex schedule. Employees displaced by a flex schedule, which they refuse, may bump based upon seniority as provided elsewhere in this agreement.

Overtime shall be earned for hours worked beyond the ten (10) hours in a working day and/or any hours paid for in a forty (40) workweek.

Holidays and Jury Duty shall be paid for the ten (10) hour workday. Vacation, Personal Time, Sick Time, and Bonus Time shall be taken in ten (10) hour increments, and also accrued in ten (10) hour increments.

SECTION 2.

Work Week - Five consecutive eight hour days, Monday through Friday, shall be the regular work week, except for those departments requiring a 6 or 7 day operation. Employees will be guaranteed a 40 hour work week.

SECTION 3.

Work shift - All employees will be scheduled to work on a morning, afternoon or midnight shift, with each shift having a regular starting and quitting time.

SECTION 4.

Employees on the afternoon shift will receive a premium of fifteen cents (\$.15) per hour.

SECTION 5.

Employees on the midnight shift will receive a premium pay of twenty cents (\$.20) per hour.

SECTION 6.

Those employees assigned to a 7-day work schedule shall receive thirty-five (\$.35) per hour premium pay in addition to their hourly rate and other premiums which apply. The employees shall work five (5) consecutive days and be off for two (2) consecutive days.

SECTION 7.

All work schedules shall be posted on the bulletin board of each department concerned. Except for emergency situations, the starting time of any shift shall not be changed without first a meeting and consultation with the Union at least five (5) working days in advance of the date in which the change is scheduled to take effect. This meeting shall include the Personnel Director, the Union President or his designee, plus the Steward of the employees affected by the change.

In the event the Union disagrees with the City's determination it shall have the right to immediately invoke Step 2 of the grievance procedure. The burden of proof shall lie with the City to prove such change is made only for reasons of efficiency and/or economy.

Any new shift or shift change shall be posted according to the provisions of Article 14, Section 1. The notice shall include the duration of the shift or change, as can be reasonably determined.

Scheduled overtime resulting from a holiday will be posted three (3) days in advance. Employees wanting to work said overtime shall let it be known to their immediate supervisor twenty-four (24) hours before the overtime day.

SECTION 8.

All job postings will include shift and hours of work and/or seasonal changes in shift and shall also have the current job description or examples of work, where appropriate, for the position attached to or incorporated into the posting. Any change of shift or schedule of work days which differ from the original job posting shall be rebid in accordance with Article 14, Section 1.

Letter of Understanding concerning Article 17, "Hours of Work": The Employer agrees that the past practice of overtime work being used to cover most emergency situations shall continue.

ARTICLE 18 - PAY FOR MEALS

SECTION 1.

The City shall furnish compensation for a meal to any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four hour period.

SECTION 2.

The employee shall be furnished additional meal compensation for each four hours work thereafter.

SECTION 3.

Compensation for said meals shall be \$4.00 per meal.

ARTICLE 19 - VACATION PAY

SECTION 1.

New employees with less than one year seniority shall be entitled to vacation prorated on the basis of seniority date. For each quarter or partial quarter employed, these employees will receive 25% of the ten (10) working days vacation to be applied in the following calendar year.

In converting to a calendar year basis, following completion of the first calendar year of employment, and thereafter, January 1st of the employee's seniority year shall be the basis for the following, provided the employee has worked a minimum of five-hundred (500) hours in the previous calendar year.

- A. 1 but less than 5 calendar years receive 10 working days.
- B. 5 but less than 10 calendar years receive 15 working days.

- C. 10 but less than 15 calendar years receive 20 working days.
- D. Upon completion of 15 years seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter. This provision shall be effective January, 1980.
- E. Holidays falling on work days during approved vacation periods will not be used to compute number of days of vacation used.

For employees leaving the service of the City of Taylor any vacation earned during the calendar year shall be prorated on a monthly basis upon departure.

SECTION 2.

Employees shall be entitled to choose a split vacation or take their entire vacation on a division seniority basis. Vacation schedules shall be arranged so they do not interfere with the efficient operation of the division.

SECTION 3.

Vacation schedules shall be prepared and submitted for approval by the 1st day of February each year.

SECTION 4.

Approved vacation schedules will be posted no later than March 15th. No changes are permitted unless sickness, death or some other condition occurs beyond the control of the employee. However, within the framework of maintaining sufficient skills and number of employees, consideration will be given to requests to exchange vacations between employees. Employees that have not submitted their vacation request by February 1st will be given vacations on the basis of remaining time available. Once an employee's vacation request has been approved either pursuant to the posted vacation schedule or otherwise in writing, the vacation time cannot be changed, added to, modified in any manner or canceled except with the mutual consent of both the employer and the employee.

SECTION 5.

The maximum amount of vacation time which may be carried forward from one calendar year to the next calendar year will be twenty (20) days. All vacation days carried over and placed in an employee's vacation bank (maximum 20 days) shall be converted to the cash equivalent of the employee's hourly rate of pay as of December 31, of the year in which the hours are added to the bank for those hours only. Employees may elect to take vacation in each current year by taking a charge against current vacation time or the employee's vacation bank. If an employee elects to take current vacation days, the payment shall be at the then current hourly rate of pay. If an employee elects to take banked vacation pay, the charge against the employee's vacation bank shall be at the employee's current hourly rate times the number of vacation hours the employee has elected to receive. It is understood that a charge against the employee's vacation bank may result in a greater reduction than the original value of an hour when placed in the bank, due to changes in the hourly rate of pay.

The five (5) additional days vacation carryover bank added in 1994 shall not be included in the calculation of Final Average Compensation for pensions.

Any employee having vacation days in excess of twenty (20) at year's end shall receive a cash payment for said days at the hourly rate in effect at that time. The cash payment will be made no later than the second pay period of February in the following year.

ARTICLE 20 - REPORTING IN PAY

SECTION 1.

An employee who reports to work for his/her regular scheduled shift shall receive eight hours (8) straight time pay if she/he is sent home because no work is available.

SECTION 2.

An employee who is scheduled to work overtime and no work is available shall be paid a minimum of four (4) hours overtime.

SECTION 3.

Clerical employees attending commission meetings or other evening, weekend, or holiday meetings will receive four (4) hours straight time pay or time and one half whichever is greater.

ARTICLE 21 - CALL TIME

Any employee called back to meet emergencies after working his or her regularly scheduled shift shall be paid a minimum of four (4) hours straight time pay or the overtime rate for the time worked, whichever is greater.

If the call time occurs prior to the regular shift time, the employee shall be paid for the call time rate of time and one-half until he completes the first two hours of work. The employee shall then be paid for his remaining work shift at his regular rate.

ARTICLE 22 - SAFETY COMMITTEE

SECTION 1.

There shall be a City Safety Committee composed of two (2) representatives of the Union, representatives of the Fire and Police Departments, the Director of Personnel, Director of Parks and Recreation and Director of Department of Public Works. The Chairman shall be elected by the Committee.

SECTION 2.

The Committee shall make recommendations concerning all aspects of health, welfare, and safety as it applies to the employees.

SECTION 3.

Any disputes that may arise concerning the recommendations of the Safety Committee shall be resolved at the special conferences between Union and City officials.

SECTION 4.

The Safety Committee shall meet when scheduled by the personnel director or as requested by either Local 1128 representative referred to in Section 1 herein. No employee shall lose time or pay for attending said meeting.

ARTICLE 23 - LIFE INSURANCE HEALTH AND ACCIDENT BENEFITS

SECTION 1.

The City agrees to pay the full premium of a life insurance plan of \$20,000 for each employee with an additional \$10,000 to equal \$30,000 for accidental death. In addition, the City agrees to pay for an increased weekly benefit of \$100.00 for a period of 26 weeks for disability due to sickness, disease, or accident not covered by Workers' Compensation. The City shall pay the sick and accident benefit as described in this Section for employees who have been found disabled and their Workers' Compensation claim is under dispute. It is understood the employee will reimburse the City all amounts received through this benefit if it is determined that Worker's Compensation benefits are applicable. This provision shall not apply to probationary employees.

SECTION 2.

The City agrees to provide retirees, at the time of retirement, a paid-up life insurance policy in the amount of \$4,000.

ARTICLE 24 - OVERTIME PAY

SECTION 1.

Time and one-half will be paid for time worked over eight (8) hours per day.

SECTION 2.

Time and one-half will be paid for time worked over forty (40) hours per week.

SECTION 3.

Time and one-half will be paid for time worked before or after any scheduled work shift.

SECTION 4.

Time and one-half will be paid for all work on Saturday.

SECTION 5.

Double time will be paid for all work on Sunday.

SECTION 6.

In scheduled seven day operations, overtime shall be paid at the rate of time and one-half for all hours worked after eight (8) hours in any one day and all hours worked on the sixth consecutive day of any work week. Overtime shall be paid at the rate of double time for the seventh consecutive day of work in any work week.

SECTION 7.

Non-Union employees as outlined in Article 4 and Appendix "A" shall not perform bargaining unit work on an overtime basis unless the permanent employee overtime list in the department is exhausted.

SECTION 8.

Overtime is time authorized and approved by an employee's department head and will be paid from the first minute of overtime. It is understood that employees are not authorized to start early or to stay late beyond regular working hours without the express, prior permission of the department head.

ARTICLE 25 - DISTRIBUTION OF OVERTIME

As per the AWARD dated September 2, 1976 issued by Umpire M. David Keefe:

1. The terms and application of this Award do not amend or modify the cited provisions in Article 17; 21; 24 or the first item in the AWARD reflected in Article 36 which excludes the Equipment and Repair classification from these directives and confines that group, instead, to the mechanics for distributing and assigning overtime as set forth in the balance of the AWARD published in Article 36.
2.
 - (a) In the first instance for distributing overtime, the rotation shall be governed by highest seniority, then proceeding down the list until initial rotation is completed.
 - (b) After the first round of rotation, opportunity for overtime, as hereinafter directed, shall go first to the low person on the eligible overtime list.
3. The general rules for overtime distribution and assignment shall not apply to clerical employees who shall be treated separately hereinafter under the heading Distribution of Clerical Overtime.
4. General Rules for Distribution & Assignment of Overtime:
 - a) A daily volunteer list shall be compiled each day in each division and shall be signed upon punching in by employees of the division desirous of working overtime that day. Overtime in that division will be assigned, by classifications required, from this list in accordance with item 2 (a) and (b) above.
 - b) A monthly volunteer list shall be signed by all employees in any division who desire available overtime out of their division. This list is to be posted and signed during the third week of each month for utilization during the calendar month coming up. This list shall be a master-list and assignments shall be made from it in accordance with the rotation directed in item 2 (a) and (b), above, after and in the event that the daily volunteer list within the division where the work is to be

performed is exhausted without obtaining the determined quota; provided that the volunteer is qualified to perform the work to be done.

- c) In the event that both volunteer lists are exhausted without filling the quota or in the absence of any list being signed, then the required number of employees shall be assigned from within the division where the work must be done, by inverse order of seniority. Whenever the quota cannot be so filled from within the division, qualified employees from outside the division may be assigned by reverse order of seniority.
- d) Employees may at any time decline overtime assignments even after they have volunteered or upon involuntary assignment provided that legitimate, pressing, verifiable and inescapable need has arisen after-the-fact of signing either volunteer list or before the involuntary assignment and the employer shall have to forego the services of employees who provide such cause for excuse and bypass them in the rotation.
- e) Any employee successfully declining an assignment from the volunteer list who is allowed to be excused for any reason shall be stricken from said list for the balance of the month in which the declination occurs and be barred from re-enrolling for the next calendar month. This, however, shall not exculpate such individual from involuntary assignment by reverse seniority if such occasion arises during the interim.
- f) When overtime is distributed as in 2 (b), above, all divisional employees with lower overtime standing than the employee who performs work in the division shall be charged for the hours worked.
- g) On call-ins, no charge will be made in instances when there is no answer to the phone at the affected employee's residence.
- h) Pay for overtime assigned from the volunteer list shall be at the rate of the classification to which the volunteer is assigned.
- i) Involuntary overtime will be paid at the higher rate between the affected employee's primary classification rate and the pay of the classification to which assigned.
- j) Employees upgraded and so working at the end of a shift will be treated as in such higher classification for purposes of overtime assignments and pay.
- k) When overtime is to be assigned from the Master Volunteer List, divisional employees shall work until relieved when the substituting volunteer has a later quitting time than at the division where the work is to be performed.
- l) For purposes of overtime call-in, vacation time will be considered to be holidays, vacation, personal days, and bonus time off. For overtime call in purposes, vacation time will begin at the end of the employee's shift just prior to the time off and end when the employee returns to work on his assigned shift. Employees on vacation will not be called for overtime except in emergencies. If an employee who is on vacation is called for an emergency and declines to come in, he will not be charged for an overtime opportunity.

5. Distribution of Clerical Overtime:
 - (a) Clerical overtime shall be distributed within the department in accordance with procedures set forth in 2 (a) and (b) above, subject to ability to perform the desired work.
6. This award shall not become effective for five (5) working days after receipt by the parties and then only if such five (5) days passes without request from either side for clarification or modification, based on sound and persuasive reasoning.
7. This award shall be effective, if not modified as the result of Item 6, above, for a preliminary period of six (6) months at which time it can be reopened upon appeal from either side for alteration or change. In the event such appeal is not forthcoming, the award becomes cemented into the Agreement under Article 25.
8. This award may be modified by subsequent arbitrator's awards, or by mutual Agreement of the parties.

ARTICLE 26 - INJURIES COVERED BY WORKERS' COMPENSATION

SECTION 1.

The City agrees to add to and supplement the income of an employee injured on the job by paying the difference between Workers' Compensation and up to 90% of his regular weekly income based on a forty (40) hour work week for the first six (6) months and up to 80% thereafter during the time he is eligible for Workers' Compensation.

SECTION 2.

Employees injured on the job shall receive their full pay without deducting days from their sick leave or vacation leave commencing with the first day of injury.

SECTION 3.

Supplemental benefits provided by the City in cases covered by Workers' Compensation extending beyond the seventh day will be continued for two years or the years of seniority which ever is greater.

SECTION 4.

In no event shall any employee receive any amounts of money or benefits in excess of those received prior to his/her disability and during the term of said disability.

SECTION 5.

The City shall provide light duty for employees returning to work from an on-the-job injury provided the employee's physician and the City's physician mutually agree that said employee can return to full duties within thirty (30) calendar days. An employee on light duty shall be allowed to assist high seniority employees with their duties.

SECTION 6.

The City may assign employees who have permanent physical restrictions placed upon them as a result of an on-the-job injury which prevents them from performing the duties of their permanent classification to a position which they can perform within their physical limitations. Such assignment shall not result in the displacement of a bargaining unit member. Such assignments may be used as additional positions, not to circumvent the bidding procedure, rather, assignments may include parts washer in Vehicle Maintenance, washing City vehicles, overseeing dump site, etc.

It shall be mandatory for employees working under these circumstances to bid on and accept permanent job openings provided they have the seniority and ability to perform the work, and the job is within their physical capabilities.

SECTION 7.

The City may, in its discretion, require a worker injured on the job who is receiving Social Security Disability to apply to the general employee's Pension Fund for disability retirement. In the event that the disability should cease, the employee shall have the right to bid on vacant positions as they occur.

ARTICLE 27 - INSURANCE

SECTION 1.

Medical - Hospitalization:

- A. The City agrees to pay the full cost of the Blue Cross/Blue Shield Master Medical Plan with FAE, OP, and \$5.00 Co-Pay Drug Rider, along with riders for mammogram, pap smear and experimental bone marrow transplant. The employee will have the option of enrolling in the Health Alliance Plan in lieu of Blue Cross/Blue Shield. The City will also pay the full cost of the optical and dental plan. The above plans will cover the employee, his/her spouse and their natural and legally adopted children. Coverage for dependent children will terminate at the end of the year they reach their 19th birthday. By paying the premium cost, employees may retain coverage for children who are full time students until the end of the year they reach age 24.
- B. This coverage shall extend to all employees and all retired families subject to Section 5 of the Article.
- C. The City agrees to continue to furnish the "Master Plan Coverage", or the equivalent thereof, to the unmarried spouses of deceased retirees, and any minor children thereof under 18 years of age.
- D. Dental insurance will be Delta Dental Class I, II, and III. Class I, preventative and diagnostic services and emergency palliative treatment and radiographs - 100%, the balance of Class I and Class II benefits 60% with a \$600 maximum per person per year, and Class III, Orthodontics - 50% with a \$2000 lifetime maximum per eligible person. The orthodontic age limitation are waived for eligible subscribers, spouses and dependent children.
- E. The optical plan will be provided by Co-Op Optical standard Plan B and include an optometric refraction and glasses once every two (2) years.

- F. Employees who elect not to be covered by the medical insurance program will receive a monthly cash payment of \$100.00. The above will not apply to employees or retirees whose spouse is an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance. Anytime after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.
- G. If an active employee or retiree's spouse is employed by the City or retired from the City only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. In the event of the death of the covered employee or retiree, the surviving eligible spouse shall become the covered employee and shall be entitled to full contractual insurance benefits.

SECTION 2.

Drug and Alcohol Abuse Program:

As soon as is reasonably possible following ratification of this Agreement, the City will establish a drug and alcohol abuse program at a local facility. Prior to the establishment of such a program, the City will confer with the Union to discuss details, types of treatment and therapy, etc. As an alternative to such a program, the City may obtain a substance abuse treatment rider through medical-hospitalization insurance.

SECTION 3.

Dual Coverage:

In the event an employee is enrolled or participates in another plan(s), the City shall not be obliged to provide dual coverage. However, if an employee's outside coverage lacks in any or all areas of coverage, i.e., medical-hospitalization, FAE rider, OPC rider, drug rider, dental plan or optical plan, the City shall pay the necessary premiums in order to supplement the employee's outside insurance where inferior. In the event the employee's outside coverage is discontinued or terminated, the employee will be enrolled in the City's insurance plan upon written application by the employee without lapse of coverage. To insure adequate levels of coverage, the City will notify affected employees to apprise them of their insurance status on a semi-annual basis.

SECTION 4.

Change in Insurance Carriers:

In the event a change in insurance carrier(s) is desired, such change shall not take effect without the mutual investigation and consent of both parties to this Agreement including Union membership ratification.

SECTION 5.

Retiree Participation:

The dental, FAE, OPC and optical riders, and the drug and alcohol abuse program (or rider) herein provided for shall not be applicable to retirees.

SECTION 6.

In the event that the US Congress should impose a national style health care program during the term of this Agreement it is agreed and understood that the City and the Union will reopen and renegotiate the terms and conditions of this Article 27.

SECTION 7.

Insurance Savings Committee:

There shall be an Insurance Savings Committee consisting of three (3) members appointed by the Mayor, the Director of Personnel/Labor Relations, and three (3) members appointed by the Union.

The Committee shall study plans for the reduction in costs of health care benefits. The Committee shall have the authority by majority vote to recommend to the City Council a change in a health care provider so long as there is no reduction in benefits.

In the event the City Council approves a change in a health care provider resulting in a reduction in costs from the current monthly premium the savings shall be apportioned annually with sixty percent (60%) being retained by the City and the remaining forty percent (40%) being paid on a pro rata basis to the non-probationary members of the bargaining unit.

Example 1: In 1993 the City's costs are \$500,000 for bargaining unit members. In 1994 the City changes providers resulting in a savings of \$100,000 (total premiums of \$400,000). The City retains \$60,000 and divides the remaining \$40,000 among the non-probationary bargaining unit employees. Assuming 100 employees, each employee would receive \$4,000.00.

Example 2: In 1995 the premiums increase to \$450,000. The City regains \$30,000 (sixty percent of \$50,000) and each employee receives \$200.00 (one-hundredth of \$20,000).

Example 3: In 1996 the premium is \$500,000, there is no longer a savings and neither the City nor the employees receive anything.

ARTICLE 28 - HOLIDAY PAY

SECTION 1.

Employees shall be paid for and shall not be required to work on the following recognized holidays:

- 1) New Year's Day
- 2) President's Day
- 3) Good Friday
- 4) Memorial Day
- 5) July 4th
- 6) Labor Day
- 7) Veterans' Day
- 8) Thanksgiving Day
- 9) Friday after Thanksgiving Day

- 10) Christmas Eve Day
- 11) Christmas Day
- 12) New Year's Eve Day
- 13) Employee's Birthday (To be taken in the calendar week in which the birthday falls with 48 hours notice to the department head)
- 14) Employee's City Anniversary date (To be taken in the anniversary month with 24 hours notice to the department head with approval of the day selected)

SECTION 2.

If any of the above holidays fall on Sunday, the following Monday will be considered the holiday.

- A. In a seven day operation, if any of the above holidays falls on the seventh consecutive day of the work week, the preceding regular work day shall be considered the holiday.

SECTION 3.

If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday.

- A. In a seven day operation, if any of the above holidays fall on the sixth consecutive day of the work week, the preceding regular work day shall be considered the holiday.

SECTION 4.

If an employee works on a holiday, she/he will receive eight (8) hours holiday pay plus double time for the first eight (8) hours worked and triple time for all hours worked in excess of eight hours.

SECTION 5.

If an employee is on approved vacation or is on paid sick leave, she/he shall receive holiday pay. The employee on sick leave shall be required to furnish the Employer with a statement from his/her physician stating the type of illness and the treatment prescribed by the physician. If an employee is absent due to illness on either the day before or the day after the holiday, the illness must be substantiated by a doctor's excuse in order for the employee to qualify for holiday pay.

ARTICLE 29 - UNIFORMS AND PROTECTIVE CLOTHING

SECTION 1.

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such clothing or device shall be furnished free of charge to the employee by the City.

SECTION 2.

The cost of maintaining such uniform or protective clothing, or devices in proper working condition, including tailoring, dry cleaning and laundering shall be paid by the City.

SECTION 3.

Protective clothing requirements shall be by the recommendation of the Safety Committee and resolution of the City Council.

ARTICLE 30 - CLASSIFICATION PLAN

SECTION 1.

When a new job is placed in a unit and cannot be placed in an existing classification, the City will notify the Union prior to creating a new classification and wage structure, of its intent to do so, and will arrange sufficient time for adequate review.

SECTION 2.

In the event the Union does not agree, it may be submitted as a grievance at step 3 per Article 13 Section 4 of the grievance and arbitration procedure.

SECTION 3.

Work Priorities:

- a) In filling of day to day absences and for vacation relief, the employees will be drawn on the basis of seniority and classification, first from within the division, then the department, then from other departments within the City. Second and third shift employees and building inspector division are excluded from this provision.
- b) On day to day absences and for vacation relief in the Dog Warden's position, management will determine who is to be assigned from the eligibility list. The eligibility list will be established by a city-wide posting and renewed semi-annually. Where a senior employee is bypassed on the assignment, he will be provided the reason.
- c) In cases of prolonged vacancies due to approved leaves in upgraded positions, the City will fill the vacancy by upgrading within the division first, secondly within the department, and then within other departments on the basis of the senior qualified employee. If no employees are available to move to the temporary assignment on an upgraded basis, then no employee will take a cut in pay if he moves to the lower paying position.
- d) The Union recognizes its responsibility to provide coverage in all needed services; the City accepts its responsibility to assure opportunity and fair treatment of its employees.
- e) Employees temporarily upgraded to higher rated jobs will have related benefits paid at their permanent rate of pay for six (6) months. Thereafter, wage related benefits will be paid at the rate of pay for the temporary job.

SECTION 4.

New Equipment:

The City will provide training for the employees in the event new equipment becomes available.

The provisions of this Article are subject to the grievance procedure.

The provisions of the Article are subject to renegotiation if modified by the umpire's decision regarding overtime.

SECTION 5.

The City shall reimburse the cost of periodic renewal of CDL Licenses.

ARTICLE 31 - WEEKLY PAY PERIOD

SECTION 1.

All salaries and wages shall be paid every Friday, no later than noon, to all department heads, for immediate distribution to the employees. In the event Friday is a holiday, the preceding day shall be the payday. Second and third shift employees will receive paychecks at the end of their work shift on Thursday.

This section is subject to reconsideration when and if payroll is programmed into the new computer system.

SECTION 2.

Upon termination of employment, the City shall pay all moneys due to the employee, except pension contributions, on the payday in the week following such termination of employment. Pension contributions shall only be withdrawn after all grievance hearings, arbitration hearings, or court action, relating to the termination are finalized.

ARTICLE 32 - WORK RULES

SECTION 1.

All employees shall be provided with a copy of the currently approved basic rules.

SECTION 2.

Any new work rule or change in existing work rule that does not meet with the Union's approval shall be subject to the grievance and arbitration procedures.

ARTICLE 33 - MANAGEMENT RIGHTS

The City retains the right to hire, fire, promote, discipline, assign duties, approve budgets and other rights granted the City by State, Federal and Local legislation, subject only to special limitations agreed on in the contract.

ARTICLE 34 - UNION ACTIVITIES ON CITY'S TIME

SECTION 1.

The City agrees that during working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to:

(A) Post Union notices authorized by the Local Union or its officers.

(B) Any duly accredited representative of the Union shall have the right to visit the premises during any reasonable hours of employment to interview members of the Union of Union business. Such representative shall first secure permission from management. The request to management shall include the name of the employee to be interviewed and approximate time away from the job. Management agrees to grant this permission upon request.

ARTICLE 35 - PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1.

Both parties agree that the provisions of this Agreement shall be applied equally to all employees without discrimination or coercion as to age, sex, race, political affiliation or ethnic background.

ARTICLE 36 - CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

The City agrees not to contract or subcontract any public work unless by mutual Agreement. Past practice shall continue in the following areas: tree trimming, commercial containers, Building Department, cement work, lawn restoration, lawn spraying, repair and replacement of glass, locksmith work, electrical repairs and plumbing and heating repairs, repair of gas pumps, and acid cleaning and draining of City pools. The City shall have the right to contract commercial, apartment and residential rubbish pick-up. The City will have the right to subcontract janitorial services.

A. If an employee's position is eliminated or if an employee is bumped as a result of contracting of rubbish, he or she shall not suffer a reduction in pay. An employee whose job has been eliminated and an employee who is bumped by an employee due to job elimination caused by rubbish subcontracting shall remain at the same pay range number which shall include all increases in the future. However, if said employee declines or refuses an opportunity for promotion, then he or she shall automatically forfeit his or her right under this paragraph. Employees will not be required to bid on an upgrade which results in a change of shift. Employees will not be required to bid on clerical positions.

Vehicle Maintenance contracting or subcontracting shall only be allowed subject to the provisions of the arbitrator's award dated September 27, 1971 regarding subcontracting of mechanical repairs to vehicles and equipment, or upon mutual Agreement between the Vehicle Maintenance Superintendent and the Vehicle Maintenance Union Steward. If mutual Agreement cannot be reached between the above mentioned parties concerning Vehicle Maintenance, the second step of the grievance procedure will be followed.

ARTICLE 37 - WORK STOPPAGE-LOCK OUT

The Union agrees there shall be no strike, work stoppage, or slow down for the duration of this Agreement. The City agrees there shall be no lock out against the employees for the duration of the Agreement.

ARTICLE 38 - BARGAINING COMMITTEE

The bargaining committees for both the Union and Employer shall be limited to four members per each committee.

The Union's committee shall consist of three persons who are members of Local 1128 and full time bargaining unit employees and a Union Council or International Representative for a total of four members.

The employer's committee shall not contain more than four members who must be available to meet during the day shift.

The employer agrees to release the three bargaining unit employees for the purpose of collective bargaining without the loss of wages or benefits. Negotiations shall take place during the day shift. By mutual agreement the parties can meet at other times than the day shift.

ARTICLE 39 - VEHICLE MAINTENANCE

The City will furnish a complete set of quality life-time guaranteed hand tools to each mechanic. Thereafter, the mechanic will be responsible for his hand tools and any tools lost or broken will be replaced by the mechanic.

ARTICLE 40 - PENSION

The City guarantees the benefits enumerated in the pension plan/contract as amended by the full faith and credit of its' taxing and borrowing authority. Allmerica Financial, also known as State Mutual Life Assurance Company or another state certified insurance company will administer the pension fund which shall be used exclusively for the payment of pension benefits, which shall include retiree health insurance premiums. The City may not use the pension fund moneys for any other purpose. Any future changes in the pension plan/contract shall require union membership ratification. The parties mutually agree that Local 1128 shall be entitled to one seat, delegate to be selected by the union, on the six (6) member City of Taylor General Employee Pension Investment Panel.

Time spent in service to the City, based upon a forty (40) hour work week, prior to membership in Local 1128 may be purchased for pension purposes only. A maximum of two (2) years may be purchased. Employees whose prior service totals at least one (1) full year shall be eligible for this benefit. The cost of such purchase shall be actuarially determined.

The following changes will be made to the pension plan/contract for 1128 members currently on the payroll:

The City will have the right to change the pension plan/contract from a Deposit Administration Fund to an Immediate Participation Guarantee Fund. Pension benefits will be paid directly from the Fund and individual annuities will not be purchased.

The pension benefit will be changed from 50% of FAC to 55% of FAC for employees in the pension plan/contract on the date of City Council approval (8/3/88). The qualifying age under the pension plan/contract shall continue to be 55 years of age or twenty-five (25) years of service, whichever comes first.

Retirees will be covered by the hospital-surgical-prescription drug plan.

Actuarial factors used will be the average of the male and female factors.

The pension plan/contract text will be re-written by an actuary to include all past amendments and to reflect the changes agreed to in this document. The revised document will be reviewed with the 1128 committee to insure accuracy and simplicity of language. Copies of the revised plan text will be supplied to each employee.

An annual actuarial report will be provided to Local 1128 within one month of receiving it from the actuary.

The City will fund the pension plan/contract in accordance with the recommendations of a professional actuary.

Employees who participated in the former unclassified plan will have the option of electing to be covered by either plan.

If an employee who is vested in the pension plan/contract dies prior to retirement, his spouse will receive 50% of the employee's accrued pension benefit for life.

At the time of retirement, an employee may elect to have 50% or 75% of his pension benefit continue for the life of his spouse. This election will result in an actuarial reduction of the employee's pension benefit for his lifetime. The reduction will vary with the percentage elected and the age of the employee and spouse at the time of the employee's retirement.

Employees certified as disabled by the Social Security Administration will receive 66 2/3% of their base salary including Workers' Compensation benefits to a maximum monthly benefit of \$1,500.

The interest rate on employee contributions will be 5% effective with Council approval. 15 to 20 year certain and life options will be available on an actuarially reduced basis.

An employee or surviving spouse may request a return of all the employee's contributions with an actuarial reduction in the pension benefit per the attached Table 1-A. This option is available only during the 60 day period following City Council approval of this Agreement, at time of termination, or at the time retirement benefits become payable.

Employees who terminate and later return to employment with the City will have their prior service reinstated according to the principle of "Bridging." After the employee has worked an amount of time equal to the employment gap he will receive credit for past service. Any employee who withdrew his contributions from the fund will be required to pay 5% of his last year's FAC for each full year of service credit reinstated and a pro rated amount for any partial years or receive an actuarially reduced pension.

The changes reflected above will only apply to employees who retire after City Council approval (8/3/88) of this Agreement. Employees who are already receiving pension benefits or whose employment has been terminated are specifically excluded from these changes.

A new IPG pension plan/contract will be established for permanent employees entering Local 1128 after City Council approval (8/3/88) of these changes. That plan will consist of the following:

Normal Retirement Date: Age 55; with 10 years of service.

Normal Retirement Benefit: 2% of Final Average Wages times Years of Credited Service to a maximum of 25 years.

Early Retirement Date: Age 50 with 10 years of service. Benefit Actuarially reduced.

Vesting: 10 years credited service in plan.

Disability: 10 years credited service in plan.

Final Average Earnings: Average of Highest five (5) consecutive years of wages excluding vacation, sick leave banks and other banks.

Employee Contributions: 5% of paid wages.

Pre-retirement Death Benefit: Refund of contributions or 50% of employee's vested benefit to spouse or dependent children whichever is higher.

Termination Prior to Vesting: Refund of employee contribution.

The interpretation of all of the above is subject to the grievance and arbitration procedure.

ARTICLE 41 - CLASSIFICATION WAGE RATES

SECTION 1.

A. Wages will be increased retroactively as follows:

7/1/96 0%

7/1/97 2.8% Retroactive

7/1/98 2.5% or State permitted S.E.V. to a maximum of 4% whichever is greater

7/1/99 2.5% or State permitted S.E.V. to a maximum of 4% whichever is greater

7/1/00 2.5% or State permitted S.E.V. to a maximum of 4% whichever is greater

* S.E.V. shall be the same percentage the City is permitted to increase its residential tax levy annually.

- B. The pay rate for newly hired permanent employees will be \$10.00 per hour. They will receive pay rate increases as specified in Appendix "B" every six months until they reach the full rate for the job. If they bid to another job or are bumped into another job they will receive the rate of pay which corresponds to the number of months they have worked for the City as a non-temporary employee. If the City hires mechanics or inspectors from outside it may place them anywhere in the pay range up to the 36 month rate.

SECTION 2.

Premium for water transmission and distribution system certification for employees working in the water department:

1. S4 Certification \$200
2. S3 Certification \$350
3. S2 Certification \$450
4. S1 Certification \$600

ARTICLE 42 - JOB CLASSIFICATION

- A. Job descriptions will be developed by the parties commencing thirty (30) days following implementation of the contract. The bargaining committee will have sixty (60) days to complete the duty descriptions from the agreed on titles from the above dates.
- B. Where the bargaining committees have made an error in the placement of employees in the various ranges due to current wages or assignments, this may be subject to the grievance procedure.
- C. The City will notify the Union in writing of any substantial changes in job assignments or duties and meet with the Union to discuss same.

ARTICLE 43 - COPIES OF THE AGREEMENT

The Employer agrees to supply the Union with three hundred (300) copies of this Agreement.

Said contract shall be printed in a booklet form by a union shop and shall include the complete Agreement with all insurance programs, pensions and classifications.

No part of this Agreement including insurance programs, pensions, classifications, wage rates, or any of the fringe benefits, can be changed without the mutual Agreement of the Employer and Union.

ARTICLE 44 - EDUCATIONAL BENEFITS

Effective 7/1/97 the City will reimburse tuition up to \$500.00 per person, per year, and the cost of required books, to an annual maximum of \$60, upon receipt of a transcript which indicates grades of "C" or better for courses taken from accredited colleges or universities for college credit, which have been approved as being job related. Approval by the Personnel Director must be obtained prior to beginning any college or university credit course for which reimbursement is to be sought.

Any employee who leaves the employment of the City of Taylor within two (2) years from completion of a reimbursed educational program shall refund the cost of same to the City.

ARTICLE 45 - FEDERAL OR STATE FUNDED PROGRAMS

The City may participate in Federal or State funded programs for any positions listed under pay range 1 of both clerical and non-clerical wage scales. Said positions shall not be subject to the provisions of Article 14.

If an employee is retained beyond the duration of the program's funding, said employee shall become eligible for and subject to all rights, duties, and benefits of this Agreement.

No employee will be displaced from any position or work location. No employee will be denied the right to bid on any position prior to being offered to a non-bargaining unit employee or state or federal funded employee.

Overtime shall be offered to bargaining unit employees prior to allowing non-bargaining unit employees to same.

An Individual shall not be allowed to continue in a state or federally funded program for more than twelve (12) months without written approval from the Union.

The intent of this article is to permit the City to enter into future federal and state funded programs without further Union concurrence.

ARTICLE 46 - UNION-MANAGEMENT MEETINGS

Regular monthly meetings will be held between the Union and Management with a prepared agenda. Attending for the Union will be the Union President and two members of the Union executive board and two or more representatives from Management. These meetings are to be held on the fourth Thursday of every month and topics for discussion at these meetings must be in the Office of the Director of Personnel on Friday preceding the meetings. These meetings are in no way intended to obviate the grievance procedure. The purpose of the meeting is to convey information essential to the employees on future plans and current operational problems and provide the opportunity for feedback to management regarding problems employees are having implementing the contract and other working conditions. If all items on the agenda are not reviewed on such meeting day, mutually acceptable arrangements for continuation of this meeting shall be made before adjournment.

In the event neither of the parties have agenda items as indicated above, the meeting will not be held.

ARTICLE 47 - LAY-OFFS

SECTION 1.

No bargaining unit employee hired before July 1, 1995, may be laid off. Employees hired after July 1, 1995 may be laid off at the sole discretion of the City. Any lay off of employees hired after July 1, 1995 will be conducted in order of inverse seniority with the least senior employees laid off first.

SECTION 2. -Voluntary Layoffs:

The City may post by division for persons desiring a voluntary layoff. The City will determine the length of time needed and the division from which it is requesting volunteers and selections shall be made by seniority from

within the division. The senior employee volunteering for layoff will notify the Personnel Director of the length of time s/he is volunteering to be laid off.

Employees on voluntary layoff may choose to continue their insurance premiums at their own cost.

This section shall not be considered in conflict with Section 1 of this Article.

ARTICLE 48

Animal Control will report to the Department of Public Works. After appropriate training, the tranquilizer gun will be under the jurisdiction of the Animal Control Department.

ARTICLE 49

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matter not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the terms herein set forth contain the complete Agreement between the parties for the term of the Agreement. The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement are hereby waived by the City and the Union for the term of this Agreement.

ARTICLE 50

Recreation Center Membership: membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members of Local 1128. Participation in limited attendance activities shall be restricted to non-peak hours. Said membership shall end upon the termination of the member's employment with the City.

ARTICLE 51 -DURATION

SECTION 1.

This Agreement shall become effective on July 1, 1996 and shall remain in effect through June 30, 2001.

SECTION 2.

The terms and conditions of this Agreement will be in full force and effect through June 30, 2001 with the exception that Article 4, Section 2 and Article 47, Section 1 shall be continued in full force and effect and not subject to cancellation until a new contract is ratified by the Union and Employer. The Agreement shall be extended automatically. However, either party may terminate the Agreement with the exception of Article 4, Section 2 and Article 47, Section 1 by a ten (10) work day written notice to the other party.

In witness whereof both parties have caused this instrument to be executed on

Ratification Dates:
City of Taylor - April 6, 1998
Local 1128, AFSCME - April 7, 1998

APPENDIX B

Establish a new position of Laborer I and Clerk I, and define as follows:

1. Laborer I/Clerk I shall be entry level positions typically filled by temporary employees who have been employed 365 calendar days and have been deemed desirable for continued City employment.
2. Laborer I/Clerk I shall be paid at the rate of \$10.00 per hour and shall not receive benefits, but may elect to pay for insurance under the City plan at the City rates.
3. Laborer I/Clerk I classification employees may be employed up to but not to exceed 365 calendar days in said position. In the event said employee is still in the City's employ at 366 calendar days, he/she shall become a full-time employee as defined herein, or his/her services shall be terminated.
4. Laborer I/Clerk I employees shall not count toward the 100 minimum number of Local 1128 members.
5. Laborer I/Clerk I employees must pass all tests and hold all certifications required by the City, State and Federal Government before hire into full-time employee status.
6. No employee with a seniority date prior to April 7, 1998 shall receive a wage reduction as a result of the implementation of this schedule.

NON-CLERICAL WAGE SCALE
EFFECTIVE 7/1/96 - 0%

| <u>PAY RANGE</u> | <u>CLASSES</u> | <u>HIRE</u> | <u>6 MOS.</u> | <u>12 MOS.</u> | <u>18 MOS.</u> | <u>24 MOS.</u> | <u>30 MOS.</u> | <u>36 MOS.</u> |
|------------------|--|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 1 | MAINTENANCE WORKERS Custodians | \$11.2486 | \$11.9798 | \$12.7110 | \$13.4309 | \$14.1620 | \$14.7832 | \$15.6244 |
| 2 | Laborer/Sanitation, Highway, Parks, Water & Sewer OPERATOR 1 Operator 1, Truck/Tractor Driver Sanitation, Highway, Parks Meter Reader/Water & Sewer Mechanic's Helper/Maintenance Tool Crib Attendant/Maintenance | \$11.2486 | \$12.0248 | \$12.8010 | \$13.5884 | \$14.3645 | \$15.1407 | \$15.9168 |
| 3 | Operator 1/Salt & Sand Spreader/Hwy OPERATOR 2 Tap Crew/Water & Sewer (Water Sewer System Maintenance Operator 2/Hwy (Sign & Striper Truck) (Tar Kettle) | \$11.2486 | \$12.0923 | \$12.9359 | \$13.7796 | \$14.6232 | \$15.4669 | \$16.2993 |
| 4 | OPERATOR 3 Dog Warden/DPW Tree Trimmer/Hwy Customer Service/Water & Sewer Meter Repair/Water & Sewer Operating Supervisor/Parks Sewer Machine/Hwy/Water & Sewer Vac All/Sweeper & Underblade/Hwy Tractor w/Front End Loader/Hwy, Parks, Water & Sewer | \$11.2486 | \$12.1710 | \$13.0822 | \$14.0046 | \$14.9269 | \$15.8493 | \$16.7605 |
| 5 | OPERATOR 4 Operator 4/Tractor w/Back Hoe/Water Sewer Operator 4/Grader, Crane, Gradall/Hwy Assistant Poundmaster | \$11.2486 | \$12.2385 | \$13.2284 | \$14.2183 | \$15.2082 | \$16.2093 | \$17.1992 |
| 6 | MECHANIC Mechanic/Maintenance | \$11.2486 | \$12.3060 | \$13.3521 | \$14.4095 | \$15.4556 | \$16.5130 | \$17.5591 |
| 7 | BUILDING UTILITY | \$11.2486 | \$12.4297 | \$13.5996 | \$14.7807 | \$15.9506 | \$17.1317 | \$18.3128 |
| 8 | Leader Mechanic/Maintenance INSPECTORS | \$11.2486 | \$12.6210 | \$13.9821 | \$15.3544 | \$16.7267 | \$18.0991 | \$19.4601 |
| 9 | Inspectors/Building Department ASST. CHIEF BUILDING INSPECTOR | \$11.2486 | \$12.6435 | \$14.0383 | \$15.4331 | \$16.8280 | \$18.2228 | \$19.6064 |

CLERICAL WAGE SCALE
EFFECTIVE 7/1/96 - 0%

| <u>PAY RANGE</u> | <u>CLASSES</u> | <u>HIRE</u> | <u>6 MOS.</u> | <u>12 MOS.</u> | <u>18 MOS.</u> | <u>24 MOS.</u> | <u>30 MOS.</u> | <u>36 MOS.</u> |
|------------------|---|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 1 | CLERK 1 | \$11.2486 | \$11.8448 | \$12.4410 | \$13.0372 | \$13.6334 | \$14.2295 | \$14.8257 |
| 2 | CLERK 2 | \$11.2486 | \$11.9123 | \$11.5760 | \$13.2509 | \$13.9146 | \$14.5782 | \$15.2419 |
| 3 | CLERK 3 Account Clerk Tax Clerk Billing Clerk Receptionist | \$11.2486 | \$11.9798 | \$12.7110 | \$13.4534 | \$14.1845 | \$14.9157 | \$15.6469 |
| 4 | Stenographer Asst. Bookkeeper Code & Ordinance Clerk Cashier Dispatcher/City Wide | \$11.2486 | \$12.1148 | \$12.9922 | \$13.8583 | \$14.7245 | \$15.6019 | \$16.4680 |
| 5 | Department Secretary Bookkeeper Payroll Clerk | \$11.2486 | \$12.2048 | \$13.1609 | \$14.1058 | \$15.0507 | \$16.0068 | \$16.9517 |
| 6 | Department Aide | \$11.2486 | \$12.3510 | \$13.4534 | \$14.5557 | \$15.6581 | \$16.7605 | \$17.8628 |

NON-CLERICAL WAGE SCALE
EFFECTIVE 7/1/97 - 2.8%

| <u>PAY RANGE</u> | <u>CLASSES</u> | <u>HIRE</u> | <u>6 MOS.</u> | <u>12 MOS.</u> | <u>18 MOS.</u> | <u>24 MOS.</u> | <u>30 MOS.</u> | <u>36 MOS.</u> |
|------------------|--|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 1 | MAINTENANCE WORKERS Custodians Laborer/Sanitation, Highway, Parks, Water & Sewer | \$11.5636 | \$12.3152 | \$13.0669 | \$13.8070 | \$14.5585 | \$15.3102 | \$16.0919 |
| 2 | OPERATOR 1 Operator 1, Truck/Tractor Driver Sanitation, Highway, Parks Meter Reader/Water & Sewer Mechanic's Helper/Maintenance Tool Crib Attendant/Maintenance | \$11.5636 | \$12.3615 | \$13.1594 | \$13.9689 | \$14.7667 | \$15.5646 | \$16.3625 |
| 3 | OPERATOR 2 Operator 1/Salt & Sand Spreader/Hwy Tap Crew/Water & Sewer (Water Sewer System Maintenance Operator 2/Hwy (Sign & Striper Truck) (Tar Kettle) | \$11.5636 | \$12.4309 | \$13.2981 | \$14.1654 | \$15.0326 | \$15.9000 | \$16.7557 |
| 4 | OPERATOR 3 Dog Warden/DPW Tree Trimmer/Hwy Customer Service/Water & Sewer Meter Repair/Water & Sewer Operating Supervisor/Parks Sewer Machine/Hwy/Water & Sewer Vac All/Sweeper & Underblade/Hwy Tractor w/Front End Loader/Hwy, Parks, Water & Sewer | \$11.5636 | \$12.5118 | \$13.4485 | \$14.3967 | \$15.3449 | \$16.2931 | \$17.2298 |
| 5 | OPERATOR 4 Operator 4/Tractor w/Back Hoe/Water Sewer Operator 4/Grader, Crane, Gradall/Hwy Assistant Poundmaster | \$11.5636 | \$12.5812 | \$13.5988 | \$14.6164 | \$15.6340 | \$16.6632 | \$17.6808 |
| 6 | MECHANIC Mechanic/Maintenance | \$11.5636 | \$12.6506 | \$13.7260 | \$14.8130 | \$15.8884 | \$16.9754 | \$18.0508 |
| 7 | MECHANIC/OPERATOR Mechanic/Parts Room Coordinator | \$11.5636 | \$12.7094 | \$13.8551 | \$15.0009 | \$16.1466 | \$17.2924 | \$18.4381 |
| 8 | BUILDING UTILITY Leader Mechanic/Maintenance | \$11.5636 | \$12.7777 | \$13.9804 | \$15.1946 | \$16.3972 | \$17.6114 | \$18.8256 |
| 9 | INSPECTORS Inspectors/Building Department | \$11.5636 | \$12.9744 | \$14.3736 | \$15.7843 | \$17.1950 | \$18.6059 | \$20.0050 |

CLERICAL WAGE SCALE
EFFECTIVE 7/1/97 - 2.8%

| <u>PAY RANGE</u> | <u>CLASSES</u> | <u>HIRE</u> | <u>6 MOS.</u> | <u>12 MOS.</u> | <u>18 MOS.</u> | <u>24 MOS.</u> | <u>30 MOS.</u> | <u>36 MOS.</u> |
|------------------|---|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 1 | CLERK 1 | \$11.5636 | \$12.1765 | \$12.7893 | \$13.4022 | \$14.0151 | \$14.6279 | \$15.2408 |
| 2 | CLERK 2 | \$11.5636 | \$12.2458 | \$12.9281 | \$13.6219 | \$14.3042 | \$14.9864 | \$15.6687 |
| 3 | CLERK 3 Account Clerk Tax Clerk Billing Clerk Receptionist | \$11.5636 | \$12.3152 | \$13.0669 | \$13.8301 | \$14.5817 | \$15.3333 | \$16.0850 |
| 4 | Stenographer Asst. Bookkeeper Code & Ordinance Clerk Cashier Dispatcher/City Wide | \$11.5636 | \$12.4540 | \$13.3560 | \$14.2463 | \$15.1368 | \$16.0388 | \$16.9291 |
| 5 | Department Secretary Bookkeeper Payroll Clerk | \$11.5636 | \$12.5465 | \$13.5294 | \$14.5008 | \$15.4721 | \$16.4550 | \$17.4263 |
| 6 | Department Aide | \$11.5636 | \$12.6968 | \$13.8301 | \$14.9633 | \$16.0965 | \$17.2298 | \$18.3630 |

NON-CLERICAL WAGE SCALE
EFFECTIVE 7/1/98 - 2.7%

| <u>PAY RANGE</u> | <u>CLASSES</u> | <u>HIRE</u> | <u>6 MOS.</u> | <u>12 MOS.</u> | <u>18 MOS.</u> | <u>24 MOS.</u> | <u>30 MOS.</u> | <u>36 MOS.</u> |
|------------------|--|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 1 | MAINTENANCE WORKERS Custodians Laborer/Sanitation, Highway, Parks, Water & Sewer | \$11.8758 | \$12.6477 | \$13.4197 | \$14.1798 | \$14.9516 | \$15.7236 | \$16.4956 |
| 2 | OPERATOR 1 Operator 1, Truck/Tractor Driver Sanitation, Highway, Parks Meter Reader/Water & Sewer Mechanic's Helper/Maintenance Tool Crib Attendant/Maintenance | \$11.8758 | \$12.6953 | \$13.5147 | \$14.3461 | \$15.1654 | \$15.9848 | \$16.8043 |
| 3 | OPERATOR 2 Operator 1/Salt & Sand Spreader/Hwy Tap Crew/Water & Sewer (Water Sewer System Maintenance Operator 2/Hwy (Sign & Striper Truck) (Tar Kettle) | \$11.8758 | \$12.7665 | \$13.6571 | \$14.5479 | \$15.4385 | \$16.3293 | \$17.2081 |
| 4 | OPERATOR 3 Dog Warden/DPW Tree Trimmer/Hwy Customer Service/Water & Sewer Meter Repair/Water & Sewer Operating Supervisor/Parks Sewer Machine/Hwy/Water & Sewer Vac All/Sweeper & Underblade/Hwy Tractor w/Front End Loader/Hwy, Parks, Water & Sewer | \$11.8758 | \$12.8496 | \$13.8116 | \$14.7854 | \$15.7592 | \$16.7330 | \$17.6950 |
| 5 | OPERATOR 4 Operator 4/Tractor w/Back Hoe/Water Sewer Operator 4/Grader, Crane, Gradall/Hwy Assistant Poundmaster | \$11.8758 | \$12.9209 | \$13.9660 | \$15.0110 | \$16.0561 | \$17.1131 | \$18.1582 |
| 6 | MECHANIC Mechanic/Maintenance | \$11.8758 | \$12.9922 | \$14.0966 | \$15.2130 | \$16.3174 | \$17.4337 | \$18.5382 |
| 7 | MECHANIC/OPERATOR Mechanic/Parts Room Coordinator | \$11.8758 | \$13.0526 | \$14.2292 | \$15.4059 | \$16.5826 | \$17.7593 | \$18.9359 |
| 8 | BUILDING UTILITY Leader Mechanic/Maintenance | \$11.8758 | \$13.1227 | \$14.3579 | \$15.6049 | \$16.8399 | \$18.0869 | \$19.3339 |
| 9 | INSPECTORS Inspectors/Building Department | \$11.8758 | \$13.3247 | \$14.7617 | \$16.2105 | \$17.6593 | \$19.1083 | \$20.5451 |

CLERICAL WAGE SCALE
EFFECTIVE 7/1/98 - 2.7%

| <u>PAY RANGE</u> | <u>CLASSES</u> | <u>HIRE</u> | <u>6 MOS.</u> | <u>12 MOS.</u> | <u>18 MOS.</u> | <u>24 MOS.</u> | <u>30 MOS.</u> | <u>36 MOS.</u> |
|------------------|---|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 1 | CLERK 1 | \$11.8758 | \$12.5053 | \$13.1346 | \$13.7641 | \$14.3935 | \$15.0229 | \$15.6523 |
| 2 | CLERK 2 | \$11.8758 | \$12.5764 | \$13.2772 | \$13.9897 | \$14.6904 | \$15.3910 | \$16.0918 |
| 3 | CLERK 3 Account Clerk Tax Clerk Billing Clerk Receptionist | \$11.8758 | \$12.6477 | \$13.4197 | \$14.2035 | \$14.9754 | \$15.7473 | \$16.5193 |
| 4 | Stenographer Asst. Bookkeeper Code & Ordinance Clerk Cashier Dispatcher/City Wide | \$11.8758 | \$12.7903 | \$13.7166 | \$14.6310 | \$15.5455 | \$16.4718 | \$17.3862 |
| 5 | Department Secretary Bookkeeper Payroll Clerk | \$11.8758 | \$12.8853 | \$13.8947 | \$14.8923 | \$15.8898 | \$16.8993 | \$17.8968 |
| 6 | Department Aide | \$11.8758 | \$13.0396 | \$14.2035 | \$15.3673 | \$16.5311 | \$17.6950 | \$18.8588 |

TABLE 1-A - LOCAL 1128

If an employee elects to receive a refund of employee contributions in accordance with the provisions of the pension plan the monthly pension benefit will be reduced by the following amounts for each \$1,000 of contributions withdrawn. Amounts less than \$1,000 will be pro-rated.

| <u>Age nearest Birthday, on Date of Determination</u> | <u>Monthly Benefit</u> |
|---|----------------------------|
| 20 | 54.38 |
| 21 | |
| 22 | |
| 23 | |
| 24 | |
| 25 | 40.64 |
| 26 | |
| 27 | |
| 28 | |
| 29 | |
| 30 | 30.37 |
| 31 | |
| 32 | |
| 33 | |
| 34 | |
| 35 | 22.69 |
| 36 | |
| 37 | |
| 38 | |
| 39 | |
| 40 | 16.96 |
| 41 | |
| 42 | |
| 43 | |
| 44 | |
| 45 | 12.67 |
| 46 | |
| 47 | |
| 48 | |
| 49 | |
| 50 | 9.47 |
| 51 | |
| 52 | |
| 53 | |
| 54 | |
| 55 | 7.00 |

Motion by Alec, supported by West

Resolved: To appoint PEBSO as the administrator for the Deferred Pension Plan Program.

Unanimously Carried.

5.470-79

Motion by Riddle, supported by Jurkiewicz

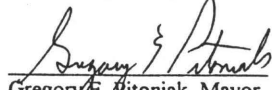
Resolved: To approve deferred compensation plan administration agreement with Deferred Compensation of Michigan, Inc., submitted by Chuck Paddock.

Unanimously carried.


6.675-90

Signed this 30th day of July, 1998.

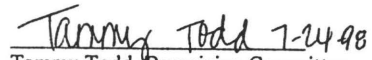
For the City of Taylor


Gregory E. Pitoniak, Mayor

For the Union


Dennis E. Nauss, Staff Specialist


Tannia Jett, President Local 1128


Tammy Todd, Bargaining Committee


Randy Hall, Bargaining Committee

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part outlines the various methods and tools used to collect and analyze data. This includes both traditional manual methods and modern digital technologies, highlighting the benefits of each approach.

3. The third part focuses on the challenges and risks associated with data management, such as data loss, security breaches, and compliance issues. It provides strategies to mitigate these risks and ensure the integrity of the data.

4. The final part discusses the future of data management, including emerging trends like artificial intelligence and cloud computing, and how they will impact the way organizations handle their data.



