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6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PONTIAC, MICHIGAN

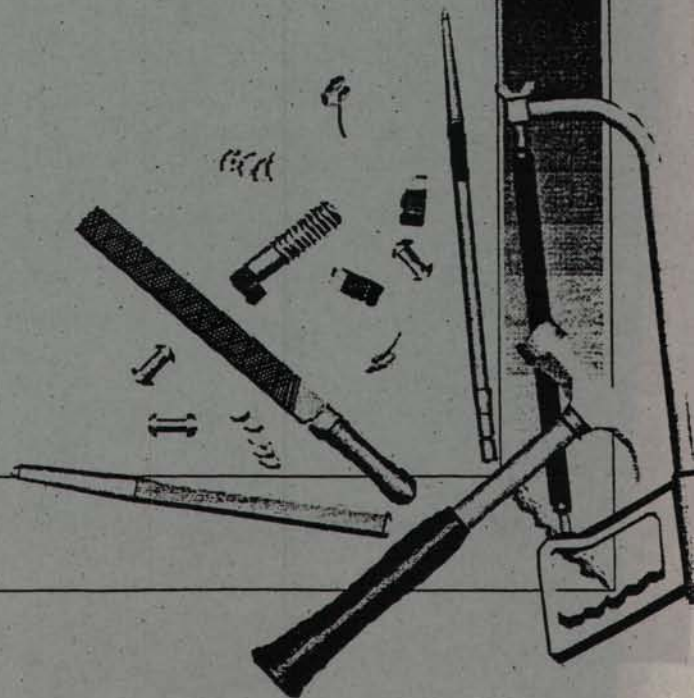
AND

LOCAL #2002, AMERICAN FEDERATION OF

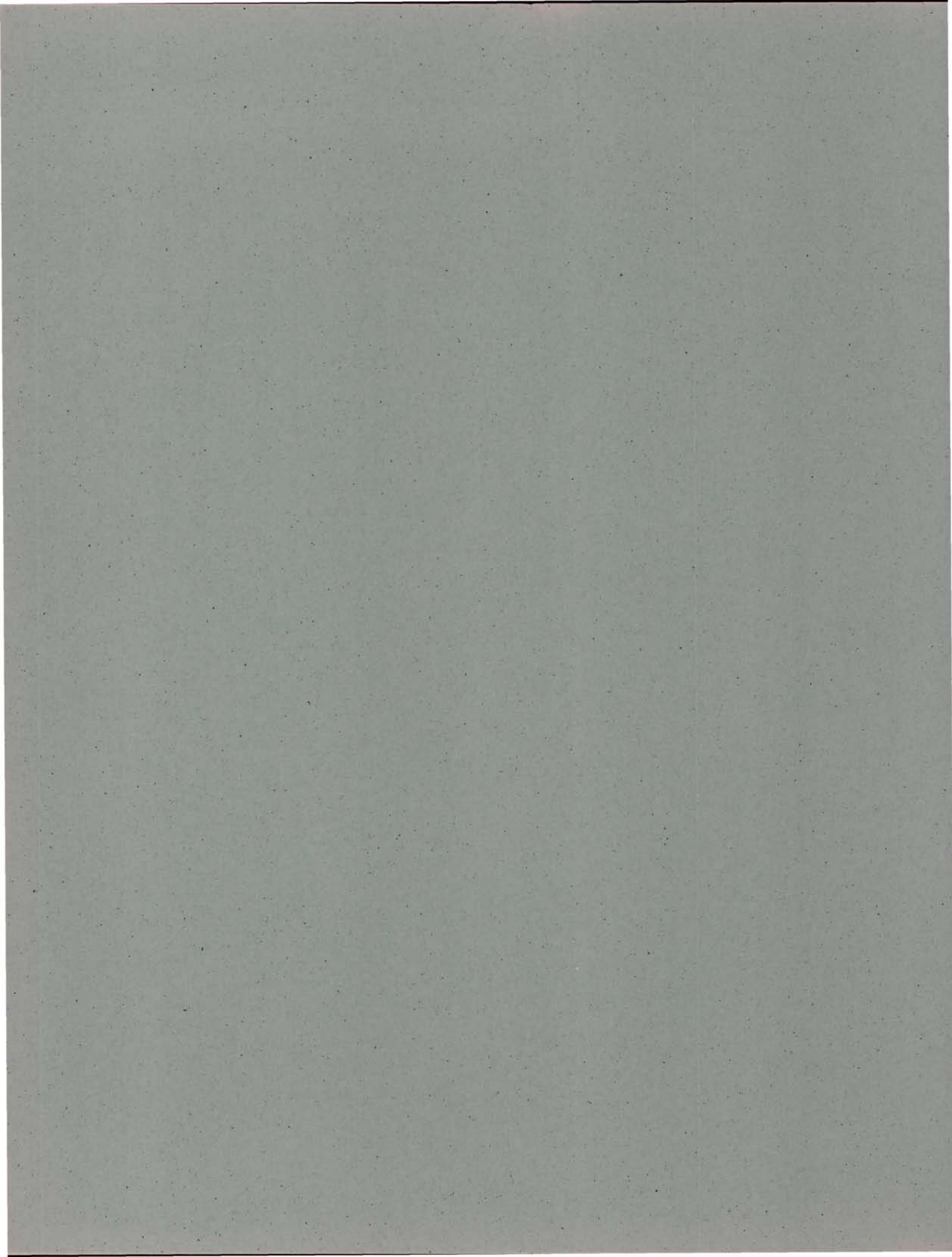
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 1998 THROUGH JUNE 30, 2002

Pontiac City



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INDEX

	<u>Section</u>	<u>Page</u>
Policy Statement		1
Article I - Purpose		1
Article II - Recognition		1 - 2
Article III - Union Security		2 - 3
Agency Shop Provision	1	2
Deduction of Dues	2	3
Article IV - Residency		3 - 5
Article V - Drug Policy		5
Article VI - Representation		5 - 9
Subunits	1	5 - 7
Grievance Committee	2	7
Time Off for Union Business	3	7 - 9
Time Off for Grievance Committee	4	9
Time Off for Witnesses	5	9
Article VII - Grievance & Arbitration Procedure		10-12
Article VIII - Disciplinary Procedure		12-19
Discipline	1	12-13
Suspension/Discharge	2	13
<u>Discipline Track System</u>	3	14
<u>Attendance & Tardiness Policy</u>	4	15-19
Article IX - Seniority		19-22
Definition and Scope	1	19
Records	2	19
Earning Tenure	3	20
Seniority Lists	4	20-21
Loss of Seniority	5	21-22
Shift Preference	6	22
Lateral Transfers	7	22
Article X - Layoff/Recall		23-24
Layoff	1	23-24

	<u>Section</u>	<u>Page</u>
Layoff Subcommittee	2	24
Article XI - Temporary Employees		24
Article XII - Promotions		24-28
Temporary Promotions	2	27
Working Out of Classification	3	27-28
Promotions Out of Bargaining Unit	4	28
Article XIII - Leaves of Absence		28-31
Requesting Leaves of Absence	1	28
Union Business		29
Education Leave		29
Military Leave		30
Jury Duty		30
Leave for Reserve or National Guard Duty		30
Funeral Leave		30
Union Convention/Conference		31
Personal Leave Day		31
Article XIV - Earning and Using Sick Leave		31-34
Family Medical Leave Act		31
Sick Leave	1	31-33
Short Term/Long Term Disability	1	33
Posting Sick Leave	2	33
Unpaid Sick Leave	3	33-34
Duty Connected Injury Leave	4	34
Article XV - Hours, Premium Pay, Overtime		35-41
Hours	1	35-36
Premium Pay Overtime	2	36-38
Call Back	3	38-39
Shift Premium	4	39
<u>Overtime Equalization-Garage</u>	5	39-41
Article XVI - Holidays		41-42
Article XVII - Vacation Leave		42-44
Earning Vacation Leave	1	42-43
Posting Vacation Leave	2	43

	<u>Section</u>	<u>Page</u>
Banking Vacation Leave	3	43
Requests for Vacation Leave	4	43-44
Vacation Leave as Terminal Pay	5	44
 Article XVIII - Longevity		 44-45
 Article XIX - Retirement		 45-47
 Article XX - Insurance		 47-49
Health Insurance	1	47-48
Life Insurance	2	48
Dental Insurance	3	49
Optical/Hearing Insurance	4	49
 Article XXI - General Provisions		 49-61
Supervisory Duties	1	49-50
Rights of Management	2	50
Relation to Regulations	3	50
Furnishing Supplies & Uniforms	4	50-51
Posting Notices	5	51
Aid to Other Unions	6	51
Education-Tuition Reimbursement	7	52
Workforce Development	8	53
Employee Assistance Program	9	53
Subcontracting	10	53-55
Commercial Drivers License	11	55-61
Licenses	12	62
Political Action Committee	13	62
 Article XXII - Skilled Trades Supplement		 62
 Article XXIII - Wages		 62
 Article XXIV - Duration		 62
 Pay Plans		 64-75
<u>Classifications Eliminated</u>		76
<u>Memorandum of Understanding-</u>		
<u> Job Classification Subcommittee</u>		77-78

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF PONTIAC
AND
LOCAL #2002, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

Policy Statement

It is the policy of the City to provide employment, training, compensation levels, transfer and promotion opportunities and other aspects of employment without regard to sex, race, color, religion, national origin, age, or union activity and to qualified handicapped individuals, disabled veterans, or Vietnam era veterans.

The Personnel Department will be responsible for communicating and implementing this policy.

ARTICLE I - PURPOSE

It is the intent and purpose of this Collective Bargaining Agreement between the management of the City and Union members and other employees to promote and insure a spirit of confidence and cooperation; and set forth the understanding of the parties regarding wages, hours and conditions of employment and provide for the redress of grievances.

ARTICLE II - RECOGNITION

- A. Management of the City of Pontiac recognizes Local #2002, American Federation of State, County and Municipal Employees, affiliated with Council #25, as the sole representative of the employees of the City of Pontiac, Michigan, excluding temporary employees, office, clerical, policemen, firemen and supervisory employees as defined under the Michigan Public Act 379 of 1965, as amended, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.

- B. It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of individual bias, race, creed, organization activity or membership in any specific group.

ARTICLE III - UNION SECURITY

Section 1. Agency Shop Provision

- A. Present employees in the bargaining unit covered by the Agreement shall as a condition of employment either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day of each month following the effective date of this Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall as a condition of employment become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day of each month following the beginning of their employment in the unit.
- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required of a member or service charge shall be deemed to meet the conditions of this Section.
- D. The Union will protect and hold harmless the Employer from any and all claims, demands, suits, and other form of liability by reason of action taken by the Employer for the purpose of complying with Article III of this Agreement, including, but not limited to, cost of litigation, attorney fees and judgments, if any.

Section 2. Deduction of Dues

- A. During the life of this Agreement the Employer agrees to deduct Union membership dues, or service charge fees as certified by the Union, from the pay of each employee who executes or has executed an authorization for deduction card.
- B. Upon receipt of an employee's authorization, the Director of Finance shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one payment. Union members laid off shall have their dues automatically deducted upon return to their employment with the City.
- C. The Union will not receive dues for employees temporarily promoted to the Local 2002 bargaining unit. Temporarily promoted employees shall continue to pay dues to the unit from which the employee was temporarily promoted from.

ARTICLE IV - RESIDENCY

The residency provisions set forth in Section 6.103 of the May 3, 1982 City Charter are hereby incorporated by reference into the Local 2002, AFSCME Michigan Council #25 collective bargaining agreement with the following modifications:

- 1. Any new hire after May 2, 1982, if a resident at time of appointment or hire shall remain a resident while so employed, and if not a resident at the time of appointment or hire shall become a resident within one year thereafter and shall remain a resident while so employed.
- 2. Any employee appointed or hired on or before May 2, 1982 who is a non-resident on the date of approval of this Agreement by both parties shall retain the opportunity to be promoted without being required to become a resident as set

forth in the City Charter; provided, that if such non-resident shall change his or her residence from that which it was on the date of approval of this Agreement and continue to reside outside the City of Pontiac, then the employee shall lose the exemption from the residency requirement of the City Charter and to be eligible for promotion must comply with such requirement.

Provided further, that if such employee retains his or her eligibility for promotion and does, in fact, receive a promotion without being required to become a resident pursuant to the foregoing, and after the date of such promotion shall change his or her residence from that which it was on the date of approval of this Agreement then such employee shall promptly, but not more than 12 months after said change of residence, establish residence with the City of Pontiac. Failure to comply with this requirement shall be grounds for dismissal from employment.

3. Within the spirit of the City Charter, it is understood that any employee appointed or hired on or before May 2, 1982, who is a resident on the date of approval of this Agreement by both parties, or who becomes a resident on or after said date, must comply with the residency requirement of the City Charter.
4. Any employee of the City of Pontiac who was appointed or hired on or before May 2, 1982 and who thereafter becomes a member of this bargaining unit shall comply with, and be entitled to all the exceptions of, the provisions of this Agreement as though such employee had been a member of this Unit on the date of approval of this Agreement.
5. Resident as used herein shall mean a person whose residence is within the corporate boundaries of the City of Pontiac. Residence shall mean a person's usual and customary place of abode where the individual actually lives and regularly stays; it shall not mean a "legal," "voting," or other address where the person does not actually live.

6. Failure to become a resident or failure to maintain residency as required herein shall be grounds for dismissal from employment.
7. Pursuant to the City Charter, Section 6.102, upon a specific finding that the interests of the City and its residents would be best served in a given case by granting relief from this section, five members of the City Council, subject to the Mayoral veto (Section 3.112(f), may grant appropriate relief.
8. All employees shall promptly submit a new verified signed statement of residency to the Director of Personnel each and every time their place of residency is changed. Refusal to submit a statement of residency, or submitting a false statement of residency, shall be grounds for dismissal from employment.
9. From the date of the signing of this agreement, if there are any changes to the City Charter and/or State laws in regards to residency, the City agrees to consultation and discussion on such changes.

ARTICLE V - DRUG POLICY

The City and Union agree to form a subcommittee to negotiate a Drug/Alcohol Policy. Until such a policy is jointly negotiated and agreed upon, the City will continue its current practice.

ARTICLE VI - REPRESENTATION

Section 1.

- A. The following subunits are designated for the purpose of identifying the number of stewards who will provide representation for Union members.

1. Department of Public Works and Service
 - a. General Services 3 Stewards
 - b. Parks, Golf, Forestry & Grnds 2 Stewards
 - c. Buildings & Cemeteries 2 Stewards

2. Department of Public Utilities
 - a. Sewage Treatment 1 Steward
 - b. Water & Sewer Maintenance 2 Stewards
 - c. Sanitation 2 Stewards

3. Housing 1 Steward

4. Stadium 1 Steward

B. Union Negotiating Committee members shall be allocated in the following manner:

1. Department of Public Works & Services
 - a. General Services 1 Negotiator
 - b. Parks, Golf, Forestry & Grnds 1 Negotiator
 - c. Buildings & Cemeteries 1 Negotiator

2. Department of Public Utilities
 - a. Sanitation 1 Negotiator
 - b. Water & Sewer Maintenance & Sewage Treatment 1 Negotiator

3. Housing 1 Negotiator

4. Stadium 1 Negotiator

5. The Union President shall act as Chairman of the Negotiating/Grievance Committee. The Vice President shall be considered to be a negotiator-at-large.

- C. Employees in each subunit shall be represented only by a steward in their subunit.
 - 1. In the event no stewards are on duty in a subunit, the negotiator assigned to the subunit shall represent the employees.
 - 2. In the event a negotiator assigned to a subunit is not on duty, a negotiator-at-large will be allowed to act as a negotiator in the subunit. The negotiator-at-large will be allowed specifically to act as a negotiator in the Public Works and Housing area if requested.
- D. It is agreed between the parties that in the event of any new hires, transfers, etc., that would cause an increase in employees in any of the representation areas, the City and the Union will negotiate additional stewards and/or negotiators.

Section 2. Grievance Committee

The City recognizes the Grievance Committee functioning at the appropriate steps of the Grievance Procedure, which shall consist of the following as indicated in Section 1, A, B, and C above:

- A. Steward from area
- B. Negotiator from area
- C. Negotiator at large
- D. President
- E. Council or I.U. Representative, if requested.

Section 3. Time Off for Union Business

- A. All Committeepersons/Negotiators shall be full-time employees of the City within the jurisdiction of the local union. The Employer or appropriate management representative shall be promptly notified of the selection of the Committeepersons/Negotiators by the local union as herein provided or of any subsequent replacement.

- B. Committeepersons/Negotiators shall report daily to their regularly scheduled work assignment unless excused by prior approval of the appropriate management representative.
- C. A Committeeperson/Negotiator may investigate and process a reported employee grievance at the appropriate management level without loss of time or pay if the area steward is unable to resolve the alleged complaint with the immediate supervisor. Before entering upon such union business, a Committeeperson shall give notice to and receive approval from the department supervisor for release from his/her work assignment for such time as may be necessary to conduct such union business. Approval shall not be withheld unreasonably except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.
- D. Local Union President: The local union president shall report daily to his/her regularly scheduled work assignments unless excused by prior approval of the appropriate management representative.
- E. Whenever the local union president is required to perform administrative duties limited to internal union business or functions, he/she shall be granted time off without compensation, but without loss of such benefits to which he/she would otherwise be entitled. Requests for such time off without compensation shall be granted upon prior notice to the appropriate management representative.
- F. Stewards, during their working hours without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer of the appropriate management representative. Before entering upon such union business, stewards shall give notice to and receive approval from the immediate supervisor. Approval for release from their work assignment for this purpose of such time, as may be necessary, will not be unreasonably withheld. Any alleged abuse of either party shall be a proper subject for a Special Conference.

G. If a meeting relating to union business occurs during the employee's regular shift and on a City site, the appropriate union representative shall be excused from his/her work station no earlier than one-half (1/2) hour before the commencement of the meeting and must return to the work station not later than one-half (1/2) hour after the meeting for which he/she was excused has terminated, provided the union representative's normal shift has not or does not terminate within that one-half (1/2) hour, unless specifically instructed by the appropriate management representative for bonafide business reasons.

Should a meeting occur off-site, one (1) hour plus travel time will be granted prior to and following said meeting. The above time limits may be waived where employees attending meetings may need additional time because of the nature and cleanliness of the employee's job.

Section 4. Time Off for Grievance Committee

The members of the Grievance Committee shall be relieved from their regular duties with the City upon reasonable notice to their designated supervisor to enable them to negotiate with the designated representative of the City on all grievances that have been referred or applied for adjustment. The City shall pay all members of the Grievance Committee or Negotiating Committee when they are conducting negotiations at their regular rate of pay for all such time utilized during their regular working day.

Section 5. Time Off for Witnesses

When the Grievance Committee or the designated representatives of the City deem it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties upon due notice to their Department Head and they shall be compensated at their regular rate of pay for all such time utilized during their regular working day.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

Any grievance or dispute which may arise between the parties over the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- A. Step I. The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence or knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.
- B. Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward or a member of the union Grievance Committee to the Department Head and/or his/her designee within seven (7) working days after the supervisor's response is due. The Department Head and/or his/her designee shall meet with the Grievance Committee and respond to the Grievance Committee in writing within seven (7) working days.
- C. Step III. If the grievance still remains unadjusted it shall be presented by a committeeperson to the Labor Relations Administrator in writing within seven (7) working days. The Labor Relations Administrator shall meet with the President, Grievance Committee, and Staff Representative, if necessary, within fifteen (15) working days. The Labor Relations Administrator's answer shall be given to the Union within ten (10) working days of the Step III meeting.
- D. Step IV.
 1. If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Labor Relations Administrator or his/her designated representative, request arbitration by written notice to

the City. The Union's request to the American Arbitration Association shall be sent within sixty (60) days of the notice to the City.

2. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) days after notice has been given. If the parties fail to agree on an ad hoc arbitrator, or no permanent ad hoc is selected under Step IV, 5, then an arbitrator will be selected utilizing the American Arbitration Association.
3. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony. The arbitrator shall limit the award to the interpretation, application, or enforcement of this Agreement, and the arbitrator shall be without power or authority to make any award contrary to, or inconsistent with, modifying or varying in any way, or adding to or subtracting from this Agreement.
4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record to be made, they may cause such a record to be made, providing the requesting party pays for the record and makes copies available without charge to the other party and to the arbitrator.
5. The parties may mutually agree to select and agree to an ad hoc arbitrator who will serve as a permanent arbitrator, but whose tenure may be terminated at the request of either party. The expense of the arbitrator shall be as described in Number 4 above.

Section 2.

Failure by the Union to act on a grievance within the time limits set forth in Step I, II, III, IV, shall constitute a bar to further action on that grievance. Failure by the City to respond to a grievance within the time limits specified in this Article automatically allows the Union to process the grievance to the next step in the grievance procedure. The time limits specified herein for movement of a grievance through the process shall be strictly adhered to but may be relaxed or extended by mutual consent of the parties.

ARTICLE VIII - DISCIPLINARY PROCEDURE

Section 1. Discipline

The City shall not discipline or discharge a bargaining unit employee without just cause. Should it become necessary for the City to discipline an employee, the following procedure will generally be adhered to:

- A. 1. It shall be the policy of the City to warn an employee orally.
2. It shall be the policy of the City to give at least one (1) written warning.
3. It shall be the policy of the City to give suspension not to exceed three (3) days.
4. It shall be the policy of the City to give suspension not to exceed two (2) weeks.
5. It shall be the policy of the City to give more severe discipline.
6. A copy of all disciplinary actions will be forwarded to the Union.

- B. Nothing in this section, however, shall prevent a Department Head from appropriately disciplining an employee immediately should circumstances warrant.
- C. The City must issue discipline as necessary within three (3) working days of the knowledge of the infraction. However, if further investigation is needed by the City, the City must notify the Union before the discipline is given and the time needed to complete the investigation.
- D. It is understood that an employee, where physically possible, will meet with supervision on suspensions and dismissals and shall have the right to have present at this meeting a committeeperson or steward.
- E. The City will not take into account nor use against an employee on a current disciplinary charge any disciplinary action more than twenty-four (24) months old.

Section 2. Suspension/Discharge

- A. In cases of suspension or discharge, the employee has the right to discuss the City's action with his/her union representative on City property before such employee shall be required to leave the premises of the City unless doing so would be inappropriate or unworkable, in which case the following work day would be appropriate.
- B. In the event the affected employee believes that his/her suspension or discharge under Section 1 above is unjust, the matter may be processed through the grievance procedure starting at Step Two (2) thereof provided he/she files a written grievance within seven (7) work days.
- C. In the event it should be decided by the Employer or under the grievance procedure that the employee was discharged without just cause or excessively disciplined, the Employer shall reinstate such employee as may be decided under the grievance procedure.

Section 3. Discipline Track System

The City and the Union agree that a dual track system of discipline shall be used for AFSCME Local 2002 employees. One track will be for tardiness and attendance disciplines and the second track for job performance disciplines.

Employees who have no disciplines on their records as of November 17, 1996 shall begin with no disciplines on either track.

Employees with disciplines on their records as of November 17, 1996, which have not reached the suspension level, shall have their tardiness and attendance disciplines placed on one track and their job performance disciplines on another track. Each track will reflect the appropriate level of discipline in accordance with either the tardiness and attendance policy between the parties or the disciplinary procedures contained in Article VIII, Section 1 of the Collective Bargaining Agreement.

Employees who have reached the suspension level as of November 17, 1996 shall remain at their current level of suspension and not be placed on a dual track system. These employees will remain on a single track system of discipline until the employee's record of discipline no longer reflects that the employee is at the suspension level.

Once an employee reaches the suspension level on either track, the employee will be placed on a single track system and must remain on a single track. Any additional disciplines for tardiness and attendance and/or job performance will result in the employee being moved to the next level of suspension in accordance with the Collective Bargaining Agreement, Article VIII, Section 1.

The employee must remain on a single track until the employee's record of discipline no longer reflects that the employee is at the suspension level.

Except as changed by this language, all other provisions of the Collective Bargaining Agreement and the Tardiness and Attendance Policy shall remain in effect.

Section 4. Attendance & Tardiness Policy

Procedure:

Ground Rules - Any rotating 26 pay periods

1. Start attendance points at zero (0) for all employees and discipline records at the third step for employees who are at or above the 3rd step discipline level effective June 2, 1981.
2. Posting by clerk of attendance will be done within five (5) working days of payroll ending.
3. Employees' records reviewed by appropriate supervisor each pay period.
4. Timekeeping methods:

Local # 2002 (time cards/sheets)

Point Evaluation

Description:

<u>Point Value</u>	<u>Symbols</u>	<u>Explanation</u>
<u>0</u>	<u>S-sick</u>	<u>0-5 allowable, no penalty. Oral discussion and written notification that sixth (6th) time proof of illness required immediately thereafter.</u>
<u>Point Value</u>	<u>Symbols</u>	<u>Explanation</u>
<u>2</u>		<u>Proof of illness seventh (7th) time off and remain until attendance habits are satisfactory.</u>

Proof of illness must be provided within two (2) working days after employee's return.

(Employees off three (3) days or longer can be required to bring in a doctor's statement within two (2) working days after employee's return.)

<u>2-1/2</u>	<u>U.A. Unexcused Absence</u>	
<u>1/2</u>	<u>T-Tardy (both am and pm)</u>	<u>Declared inclement weather excepted.</u>
<u>3</u>	<u>AWOL</u>	<u>AWOL- three (3) work days in succession will result in dismissal.</u>
<u>0</u>	<u>Excused absence</u>	

Recordkeeping Key

<u>Symbol</u>	<u>Description</u>
<u>S</u>	<u>Sick</u>
<u>S/NP*</u>	<u>Sick/no pay</u>
<u>S/V</u>	<u>Sick using vacation</u>
<u>SL</u>	<u>Sick leave of absence</u>
<u>UA</u>	<u>Unexcused absence</u>
<u>EA</u>	<u>Excused absence</u>
<u>AWOL</u>	<u>Absent without leave</u>
<u>I</u>	<u>Tardy</u>
<u>SS</u>	<u>Suspension</u>
<u>H</u>	<u>Holiday</u>
<u>H/NP*</u>	<u>Holiday/no pay</u>
<u>R</u>	<u>Inclement weather</u>

<u>PL</u>	<u>Personal leave</u>
<u>I</u>	<u>Injury leave</u>
<u>LA</u>	<u>Leave of absence, other</u>
<u>B</u>	<u>Bonus</u>

*NP has to be preceded by some symbol

Disciplinary Action (Example)

<u>Minimum Points</u>	<u>Description</u>	<u>Progressive Discipline</u>
<u>6</u>	<u>Discipline</u>	<u>Each accumulation of six (6) additional points warrants discipline in accordance with each employee's record of discipline, as provided in Article VI, Section 1</u>
<u>6</u>	<u>Discipline</u>	
<u>6</u>	<u>Discipline</u>	
<u>6</u>	<u>Discipline (final warning in writing)</u>	
<u>6</u>	<u>Discipline</u>	

Attendance Control Procedures:

Sick - No Pay

This designation is used when an employee:

1. Calls in sick but has no sick or vacation leave on the books. No pay.
2. Has sick leave on the books but calls in late to report that they are sick. No pay.
3. Is sick for seventh (7th) time or more and has no proof of illness. No pay.

Sick - Point Assessment Begins Seventh (7th) Time or More (Employee Has Proof of Illness)

An employee in this situation does not lose any pay if the employee has time on the books. However, they are assessed two (2) points penalty. Exceptions to this rule may be made in the case of reoccurring treatments requested by a doctor. Pre-scheduled doctor's appointments require an employee to take vacation time.

Additional exceptions to the two (2) point penalty will be:

1. When an employee submits a doctor's statement which states that the diagnosis is a disabling illness making the patient unable to work during the period of illness; and
2. Any period of hospitalization with proof.

The above exceptions will not be penalized if the noted proof is provided as detailed; however, absences related to alcoholism and substance abuse shall be excluded from #1 and #2.

Notwithstanding the foregoing exceptions, any employee whose attendance record demonstrates excessive absences may be subject to the disciplinary procedure.

Unauthorized Absence (U.A.) - 2 1/2 Points Penalty

This designation shall apply when an employee requests but does not receive authorization from an appropriate department/division supervisor for an absence.

Authorization for absence is at the discretion of the supervisors involved.

AWOL - 3 Points Penalty

No call and no show.

Tardy - 1/2 Point Penalty

An employee may be considered tardy any time after three (3) minutes to two (2) hours starting time even though the employee may have called the supervisor to give notification of expected tardiness.

Employees who may be tardy as a result of declared inclement weather will not be penalized, provided the employee calls in to report the tardiness.

Bonus

Any employee who does not accumulate any points during a calendar month will be awarded a 1/2 point bonus. These bonus points will be on a floating 12 month basis, i.e., negative accumulation (-6 pts).

Bi-Weekly Time Card/Sheets Regulations

(see Article XV - Hours, Premium Pay, Overtime, Section 1 (Hours), Subsection (E)).

ARTICLE IX - SENIORITY

Section 1. Definition and Scope

Seniority is length of service giving preference and priority to employees who have completed their probationary period for employment when work is available. The purpose of seniority credit is to provide security based on length of service. Seniority shall be on a citywide basis provided an employee has the qualifications and ability needed to perform the job for which he/she claims seniority. Any difference of opinion between a Department Head and a Union Steward as to the ability of an employee to perform the job, shall become a matter for negotiation.

Section 2. Records

Seniority of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated or otherwise affected by leaves of absence without pay of longer than two (2) weeks. Leave for illness, injury or military duty with the Armed Forces of the United States shall not be considered as interrupting seniority.

Section 3. Earning Tenure

- A. Length of Probation: The probationary period for all hourly rated employees shall be three (3) months including Custodians and for all other employees presently so designated in the City's official pay plan it shall be six (6) months. Absence for a total of ten (10) working days or more during the probationary period shall cause this period to be extended by the length of service and shall be taken into account for pay purposes. The union negotiator shall be notified of extensions of employee probationary periods. A new employee shall earn seniority on successful completion of the probationary period.
- B. Pay and Service Credit: On satisfactory completion of the probationary period, new employees will be advanced to the next step in the pay range for their position. Further increases of one step (as outlined in the official pay plan) shall generally be granted at the anniversary of the appointment, but may be withheld on the recommendation of the Department Head based on the work performance of the employee. The employee, Personnel Department and the union shall be notified in writing as to the reason for withholding of a step increase, and if the employee so desires, the matter may become a subject for negotiation. Service credit for pay purposes shall begin from the time of appointment to a new position, but shall not accrue during time of leave of absence without pay longer than two (2) weeks except for compensable or duty incurred illness or injury. Pay increases shall become effective at the beginning of a pay period.
- C. The Union shall represent newly hired or rehired probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours only.

Section 4. Seniority Lists

- A. A seniority list for all employees under this Agreement shall be submitted by the City to the Union upon request but no more than every six (6) months.

- B. Notices of a change in an employee's status shall be submitted to the Union on a monthly basis.
- C. Any employee with the same seniority date shall be considered in alphabetical order of last names for any situation bringing about the need of determination by seniority.

Section 5. Loss of Seniority

Seniority shall be lost and the employee shall be removed from the seniority list and the City payroll for the following reasons:

- A. If the employee quits or retires.
- B. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement, or modified therefrom.
- C. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the City.
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
- E. If he/she overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the City and/or fails to give explanations satisfactory to the City.
- F. An employee shall lose seniority and will be removed from the recall list if he/she is on layoff for a period exceeding two (2) years or the duration of his/her seniority at the time of layoff, whichever is greater.

- G. In accordance with established past practices, seniority will be adjusted for suspension without pay for eighty (80) or more working hours unless modified or reinstated through the grievance procedure or as may otherwise be mutually agreed by the employing agent and the Union.

Section 6. Shift Preference

Senior employees, with the same classification, shall have shift and/or schedule preference within their department and/or division. In addition, where there exists a vacancy within a classification, the vacancy shall be filled by the senior eligible employee requesting the shift change.

- A. If it becomes necessary for an employee to be moved from his/her regular shift even temporarily, the least senior employee in the classification, if qualified, shall be the one moved.
- B. When necessary for efficient operation of a department, employees may be assigned out of line of seniority according to schedules negotiated by the Union and the City.
- C. Any employee exercising shift preference voluntarily shall be limited to one move during each six (6) month period.

Section 7. Lateral Transfers

When a vacancy exists within a classification within a division that vacancy shall be posted for lateral transfer before the vacancy is filled by promotion or demotion. The senior qualified employee applying from the division shall be granted the transfer.

- A. The senior qualified employee applying from the Division shall be considered first, second consideration shall be from the Department, and the third consideration shall be citywide.
- B. It is understood that in cases where lateral transfer involves specific different duties within the classification, the City shall determine the employee's qualifications and this determination is final.

ARTICLE X - LAYOFF/RECALL

Section 1. Layoff

Should a layoff become necessary, the following provisions shall apply:

- A. The Union shall be notified at least two (2) weeks prior to the affected employee(s) being notified.
- B. Elected union officers as indicated on the list provided by the Union shall have senior employee status within their departments in case of layoff only. Stewards, however, shall have senior employee status within their division in case of layoff only.
- C. All temporary employees shall be laid off first.
- D. Regular employees shall be laid off in reverse order of their seniority in the following manner:
 1. Any employees to be laid off shall, in lieu of layoff, be able to transfer, based on seniority, to a job of equal or lower pay grade provided he/she is able to perform the job claimed or to any job of higher pay grade previously held provided the employee was not demoted from that job for reasons of inability to perform the job.
- E. Employees being laid off shall be given at least fourteen (14) days notice of layoff. The Employer shall furnish a copy of such notice to the Union immediately.
- F. Employees on layoff shall be recalled in order of their seniority to the same jobs or to jobs of equal or lower pay grade provided they are able to perform the job.
- G. No new employees will be hired by the City as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill. The City will notify laid off employees of all appropriate job openings while employees are on layoff.

- H. Any employee with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.

Section 2. Layoff Subcommittee

The Union and the City agree to set up a subcommittee at a later date in an effort to address the remainder of Article X - Layoff-Recall, Section 1 Layoff.

ARTICLE XI - TEMPORARY EMPLOYEES

Section 1.

Temporary employees hired by the City will remain under temporary status for up to twelve (12) consecutive months. Should it occur that a temporary employee works longer than twelve (12) consecutive months, he/she will be designated as a regular employee. Temporary employees made permanent with no interruption in service will receive seniority credit for all time worked under temporary status.

Section 2.

The City will furnish the Union with a list of all temporary employees and their hire-in date and a monthly list of newly hired temporary employees and their date of hire.

ARTICLE XII - PROMOTIONS

Section 1.

Promotions to fill vacancies will be made on the basis of examinations in accordance with procedures established by the Personnel Department and the contract provisions herein.

- A. Only one job posting on official bulletin boards will be required for vacancies and applicants will be considered on a bargaining unit wide basis.

1. After all exams for bargaining unit positions have been completed, an eligibility list shall be established for the purpose of determining the ranking order of all employees who have successfully passed an examination.
 2. The ranking order of the eligibility list shall be compiled by taking the total test results of all employees who have successfully passed the examination.
- B. The employee selected for promotion may be required to serve a probationary period. The length of the probationary period will be determined by the provisions of this Agreement and the pay plan contained herein. Upon failure of the employee to satisfactorily complete the probationary period, he/she will be returned to his/her former Division and former position.
- C. When vacancies are filled, they shall be filled from the existing eligibility list. In the event an eligibility list is nonexistent, then an employee may fill a vacancy temporarily or by working out of classification.
- D. When examinations are undertaken to fill positions where minority group employees are underutilized, affirmative action will be taken. Selection shall be made in rank order of qualified minority and/or protected class candidates. Selection by this process shall continue until those underutilized positions are representative of the demographics of the City of Pontiac according to the 1990 Census:

48% White

52% Black, Hispanic and other

1. When an examination is given for a position determined to be underutilized, the Union shall be notified in advance of the examination.
2. All positions deemed underutilized shall be so designated on all job posting announcements.

3. The word "minority" or "minorities" is defined as all persons qualified as Black (not of Hispanic origin), Hispanic, Asian or Pacific Islander, American Indian or Alaskan native.
 4. The word "protected class" is defined as a group of people protected from employment discrimination under government regulations and laws, specifically identified as women, Blacks, Hispanic, Asians or Pacific Islanders, American Indians or Alaskan natives, people over age 40, the handicapped as defined under Section 503, and disabled veterans and Vietnam era Veterans Readjustment Assistance Act.
- E. In all other examinations the selection will be made from the top name on the eligibility list for the position.
- F. Seniority shall be a factor in examinations and weighted as follows:
1. One percent (1%) for each year of continuous service up to a total ten percent (10%) if the minimum passing score is achieved. An additional five percent (5%) will be awarded to the senior employee taking the examinations if the minimum passing score is achieved.
 2. In case of a tie, seniority shall prevail.
- G. Examinations for promotion to any position covered in this Agreement may be waived if there is only one (1) qualified applicant.
- H. Administration of examinations will commence within thirty (30) days but must be completed within sixty (60) days after the posting date of the announcements.
- I. Grievances pertaining to the nature and content of examinations must be filed at the first step within five (5) working days after posting of the examination results.

Section 2. Temporary Promotions

In a situation where the City deems it necessary to fill a temporary vacancy which is caused by sick or injury leave, termination, vacation, leaves of absence, or unforeseen emergencies, the senior qualified employee in the work section, division, or department shall be temporarily promoted to fill the vacancy as follows:

- A. For sick or injury leave, or vacations, temporary promotions may be filled for the duration of such leaves or vacation.
- B. Other temporary promotions shall be limited to six (6) months except that the Union and the Employer may mutually agree to extend such promotion for an additional six (6) months.
 - 1. An employee so promoted shall be paid at the closest step in the temporary position which provides at least a five percent (5%) increase. However, the increase cannot exceed the maximum step provided for that position.
- C. In the event a temporarily promoted employee remains in a temporary position past the point where a salary adjustment would normally be indicated for the temporary position, the increase may be given in accordance with the provisions of Article IX, Section 3, Paragraph B, hereof.

This provision shall not apply to training situations, however, such training shall be bonafide.

Section 3. Working Out of Classification

- A. Any employee required to work in a higher classification shall be paid at the closest step of the higher classification which provides at least a five percent (5%) increase. However, the increase cannot exceed the maximum step provided for that position. Employees will be paid for all hours worked and for a minimum of four (4) hours.

- B. Any employee required to work in a lower classification temporarily shall be paid his/her regular higher rate of pay except when a formal demotion has taken place.
- C. It is understood by the parties that employees required to work in a higher classification shall have the right to decline such assignment if other qualified bargaining unit employees are available within the department.

Section 4. Promotions Out of Bargaining Unit

Any employee accepting a permanent position out of the bargaining unit shall not retain the right to return to a certified bargaining unit position with seniority accrued outside of the AFSCME, Local 2002 bargaining unit. The employee shall retain the right to return to a certified position in which he/she previously held status with all seniority accumulated in the AFSCME, Local 2002 bargaining unit provided there is a vacancy and then the returning employee shall not have the right to displace any bargaining unit employee.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Requesting Leaves of Absence

- A. Upon request, Department Heads may grant a leave of absence, without pay, to an employee for up to two (2) weeks in duration. When a leave is to extend beyond two (2) weeks, it must also be approved by the Personnel Department. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request leave of absence, in writing, well in advance of the date desired. Leave may be requested for any legitimate purpose but an employee shall be obligated to show that granting such leave is in the interest of the City. No leave may be granted before an employee has completed his/her probationary period, except for emergencies and with specific recommendation of the Department Head.

Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks. Unpaid leave for illness, injury or military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

B. Union Business

Any bargaining unit employee elected or appointed by the Union to do work which takes him/her from his/her employment with the City shall, at the written request of the employee, be granted an unpaid leave of absence. However, no more than three (3) employees may be on such leave at the same time. The period of the initial leave of absence shall not exceed one (1) year, but it may be renewed or extended at any time upon the request of the employee. However, the total leave and/or extension combined shall be limited to a period of two (2) years. The seniority of the employee on leave for union business shall continue to accumulate during the leave. Insurance, medical and life benefits and retirement will continue in force with the Employer if the insurance premiums and full retirement contributions are paid by the employee or his/her union employer.

C. Education

After completing one (1) year of service, a leave of absence without pay may be granted an employee at the discretion of the City in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is generally related to the employee's employment opportunities with the City. Before receiving the leave, the employee shall submit satisfactory evidence to the City that the college, university, or school has accepted his/her application as a student, and on the expiration of each semester or other school term shall submit proof of attendance during such term. Such leave shall be for a period of one (1) year only.

D. **Military Leave**

Any employee who enters into the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence in accordance with the applicable Veterans and Selection Service Acts.

E. **Jury Duty**

Employees shall be granted a leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their wages for each day of jury service.

F. **Leave for Reserve or National Guard Duty**

Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their regular pay and payment for duty in the Reserve or National Guard when they are on full time active duty in the Reserve or National Guard, during the normal work week, provided proof of service and pay is submitted, or if called for any State or National emergency. Pay for such leaves shall not exceed ten (10) working days in any twelve (12) month period.

G. **Funeral Leave**

Five (5) consecutive working days leave with pay shall be granted to an employee within five (5) calendar days of the knowledge of the death, in the event of the death of a member of his/her immediate family, specifically: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, grandparents and grandchildren. The employee at his/her discretion may choose to take less than the allotted five (5) consecutive working days and return to work.

H. Union Convention/Conference

One (1) union delegate shall be allowed ten (10) work days each year with pay to attend Union convention and conferences.

I. Personal Leave Day

The City will provide each employee with three (3) personal leave days per year which must be used in eight (8) hour increments. It is understood that a leave request must be approved before the leave can be taken and, further, that these personal leave days must be used within the year earned.

ARTICLE XIV - EARNING AND USING SICK LEAVE

The City of Pontiac will abide by the guidelines of the Family and Medical Leave Act of 1993.

Section 1. Sick Leave

Effective the date of signing this collective bargaining agreement, all employees shall earn sick leave at the rate of 4.667 hours per month (seven (7) days per each twelve (12) month period and may accrue a maximum of two hundred (200) days in the sick leave bank. The sick leave bank for each employee will not exceed 1600 hours. Any employee who reaches 1600 hours (200 days) in their sick leave bank will accrue one (1) personal leave day off for every six (6) days accrued per calendar year to be used in the next calendar year as a personal leave day. Sick leave shall not be granted during the probationary period but 14.001 or 28.002 hours shall be posted to the employee's credit at the completion of the probationary period. Sick leave will be granted in case of personal illness of an employee, or to attend to a member of the immediate family who is ill or incapacitated.

- A. 1. Employees will be allowed, in most cases, to be off five (5) times in a 12-month period for unexcused illness without question.

2. The record of an employee who is off more than five (5) times because of unexcused illness during the 12-month period will come under close review.
 3. The Employer will notify the individual employee who is placed on proof of illness status (more than five (5) unexcused illnesses), in writing with a copy to the Union. That employee may thereafter be required to furnish a statement from a licensed physician certifying that his/her designated illness has been treated before being paid for the period of sick leave absence.
 4. In order to have an illness excused, the employee shall furnish a doctor's statement indicating the employee's inability to work during the period of illness. Failure to provide such statement will constitute unexcused illness. Illness related to alcoholism and/or substance abuse will be considered an unexcused illness in all cases.
 5. Two units of four (4) hours or less of sick leave shall be considered one (1) time off.
- B. An employee who has reported for duty at the beginning of his/her shift and subsequently becomes ill or incapacitated will be allowed to use sick leave in units of one (1) hour or more.
- C. 1. To be paid for sick leave, an employee or a member of the employee's immediate family must call the Employer's designated telephone number or area reporting the absence not later than the beginning of the shift. The City will notify each employee in writing of the respective designated telephone number of area to be used to report absences.
2. To be paid for sick leave, an employee must call in on each day of his/her absence or clearly establish what the duration of his/her absence will be.

- D. An employee absent for three (3) consecutive working days without calling in to his/her Department office may be considered to have resigned (Absent Without Leave).
- E. The immediate family shall mean: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, or grandparent.
- F. Employees retiring under the Pension System shall receive from the City 50% of the accrued sick leave in the sick leave bank as shown on the records in the Personnel Department. However, a maximum of 750 hours can be applied to Final Average Compensation for retirement purposes. It is understood that no employee can accrue more than two hundred (200) days sick leave in the sick leave bank.
- G. After completion of ten (10) years service, 25% of all sick hours accrued will be paid to the employee up to a maximum of four hundred (400) hours at time of termination for any reason.
- H. Effective the signing of this collective bargaining agreement by both parties, Long Term Disability and Short Term Disability, as determined by the City, will be given in return for five (5) annual sick days. Sick days will be reduced to seven (7) days per year. Employees may supplement Short Term Disability payments and Long Term Disability payments with sick or vacation leave pay in an amount not to exceed the employee's salary in accordance with the contract.

Section 2. Posting Sick Leave

Accrued sick leave will be posted to each eligible employee's credit on a bi-weekly basis in each department and division except as provided in Article XIV, Section 1.

Section 3. Unpaid Sick Leave

Sick leave without pay are to be taken when paid sick leave has been exhausted.

- A. Sick leave not to exceed six (6) months shall be granted at the request of an employee with a statement from a licensed physician indicating such leave is necessary. A sick leave may be extended for an additional six (6) months period with further documentation from the employee's physician indicating why the extension is necessary. Unpaid sick leaves will not be granted for longer than a one (1) year period.

Employees will be reinstated:

1. When he/she is released by his/her personal physician on or before the expiration of the leave, and
2. upon successfully completing a return to work physical examination by the City's physician.
3. Employees returning from sick leave will be reinstated at the same classification held at the time of the request for leave. They will be paid the rate that is in effect in that classification at the time they return. Seniority shall continue to accumulate during the leave.
4. An employee on leave without pay for non-service connected illness or disability shall have his/her medical insurance benefits paid in full by the City for the first six (6) months of such leaves. The City will also pay its portion of an employee's life insurance premium for six (6) months.

Section 4. Duty Connected Injury Leave

An employee who is on a compensable injury leave for six (6) months must apply for pension disability retirement. If the pension disability retirement is denied and the leave continues, the employee must re-apply every six (6) months thereafter. In no case shall the City be required to continue the employment of an employee who is off on a compensable injury leave for eighteen (18) months.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

Section 1. Hours

- A. The regular work day shall consist of eight (8) consecutive hours exclusive of meal periods. The regular work week shall consist of five (5) consecutive days, or forty (40) consecutive hours every week, unless departmental operations or employee preferences render this provision unworkable.
- B. During inclement weather where working would be intolerable, as determined by the immediate supervisor, employees shall:
 - 1. Receive a minimum of four (4) hours and any time necessary to make up the regular forty (40) hours should be scheduled in the same pay period if possible, or an
 - 2. option to take vacation or lost time without pay.
 - 3. Should employees be unable to report to work at the beginning of their normal work shifts because of inclement weather, but do report for work, they shall have an option of taking no pay for the lost hours or may elect to take or use vacation leave to make up the lost time.
- C. Should an emergency force be necessary during inclement weather, employees should be rotated first by work group, followed by division, department, and then bargaining unit wide, to allow each employee an opportunity to be placed on said force where possible.
- D. Employees will receive fifteen (15) minutes in each half of the day for relief periods. Relief periods shall not be combined with the beginning or end of shifts or meal periods, and shall be taken so as not to conflict with departmental or divisional operation unless approved by the supervisor.

E. For departments that utilize time clocks, the following procedures will apply:

1. There shall be a five (5) minute grace period at the beginning of each regular shift for pay purposes only. Continued tardiness will be subject to discipline.
2. An employee tardy six (6) minutes or more will not be paid for all work time lost to the nearest tenth (10th) of an hour.
3. Any employee altering, defacing or erasing a time card/sheet will be subject to dismissal.
4. Any employee ringing in or out the card/sheet of another employee will be subject to dismissal.
5. Any necessary corrections and/or changes made on a time card/sheet must be approved and initialed by the immediate supervisor.
6. Time card/sheet must be left in the rack at all times unless specifically authorized to do otherwise.
7. No employee is to handle any card/sheet other than his/her own unless specifically authorized.

Section 2. Premium Pay Overtime

- A. 1. Time and one-half will be paid for time worked over eight (8) hours per day.
2. Employees who have completed forty (40) regular hours during their scheduled work week shall be paid at the rate of time and one-half for all time worked on Saturday or the sixth day of the scheduled work week.

3. Employees who have completed forty (40) regular hours during their scheduled work week shall be paid at the rate of double time for all hours worked on Sunday or the seventh day of the scheduled work week.
 4. Double time will be paid for all time worked on holidays.
 5. Paid vacation, sick leave, and holidays shall be considered as time worked.
 6. Overtime is authorized time in excess of eight (8) hours in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift except in cases where a routine and regular previously assigned shift change occurs.
- B.
1. Employees shall work overtime when necessary and overtime shall be equalized among the required classifications within a section.
 2. The equalization period shall begin the first pay period after January 1 of each year.
 3. When overtime is necessary, the lowest overtime employee shall have the first opportunity to work the overtime. Should the lowest employee refuse overtime, the next lowest employee will be offered the overtime and so on.
 4. If an employee refuses overtime or is unavailable for overtime, those hours will continue to accumulate for the purpose of calculating overtime equalization.
 5. An employee will be considered available for overtime while on vacation or personal leave. An employee may request his/her name be removed from the overtime list

while on vacation or personal leave. Notification of said request must be made in writing to his/her immediate supervisor within twenty four (24) hours of said vacation or personal leave being taken. He/she will be subject to the penalties contained in Article XV, Section 2 (B-4).

6. Crew overtime, ice and snow related overtime shall be exempt from the overtime policy, and the Stadium Conversion Team overtime will be addressed in Article XV, Section 5.
- C. Where appropriate within a respective section, the low overtime employee within the required classification shall be called from the overtime list before utilizing the low overtime employee in the same classification from another section to complete a crew. Crew overtime, where there is a continuation of a shift, shall not apply to this section.
 - D. It shall be the responsibility of the division head to post overtime sheets on a bi-weekly basis or less.

Section 3. Call Back

A. Unscheduled Call Back

Employees called back outside their regular hours on an unscheduled basis shall be paid overtime rates for the total time worked, with a minimum of three (3) hours at time and one-half for each call back, except where the call back merges into the regular workday before the three-hour period has elapsed. In such cases, the minimum three-hour guarantee shall not apply, and overtime rates shall be discontinued at the beginning of the regular workday.

B. Scheduled Call Back

Employees called back outside their regular hours on a scheduled basis shall be paid for the actual time worked with

a one-hour minimum guarantee. Such scheduling must be announced as soon as possible before the end of the last regular tour of duty prior to the call-back work activity.

Section 4. Shift Premium

- A. Effective the signing of the collective bargaining agreement, premium pay of fifty (.50) cents per hour for a scheduled eight (8) hour shift will be paid to all employees whose regular shifts occur within four (4) hours of a time period between the hours of three o'clock p.m. and eleven o'clock p.m., excluding the regular day shift. There will be no retroactive benefits.
- B. Effective the signing of the collective bargaining agreement, premium pay of sixty (.60) cents per hour for a scheduled eight (8) hour shift will be paid to all employees whose regular shifts occur within four (4) hours of a time period between the hours of eleven o'clock p.m. and seven o'clock a.m., excluding the regular day shift. There will be no retroactive benefits.

Section 5. Overtime Equalization-Garage

The City of Pontiac and AFSCME, Local 2002 agree to implement the following changes in the overtime equalization policy for the Department of Public Works and Public Utilities Garage employees:

- 1. Garage employees are defined as all AFSCME, Local 2002 Auto Mechanics, Sr. Welder Mechanic and Vehicle Service Worker classifications. In the event that other classifications are assigned to the garage, this language may be amended by the parties.
- 2. The overtime equalization book will be kept in the Garage office, be updated weekly, and made available for all Garage staff to review.
- 3. Overtime will be equalized by classification. All shifts will be equalized as one.

4. All hours worked will be converted to straight time hours for equalization recordkeeping purposes:

1 hour @ time and one half = 1-1/2 hours at straight time.
1 hour @ double time = 2 hours at straight time.
5. In view of the fact that the majority of the overtime for this group is derived from sweeper maintenance/snow and ice control work, all overtime work will be equalized. Stadium Conversion Team overtime will be the only work that will be exempt from this policy.
6. Persons having the lowest overtime hours shall have the first opportunity to work, providing that they are qualified to perform the work available.
7. If an equipment breakdown occurs when no Garage employee is present in the Garage, a Garage Foreman will be notified to call in the next available low hour qualified person.
8. For overtime work available outside of the Garage area, the following rules will apply in addition to the above guidelines:
 - When overtime opportunities become available outside of the Garage area all said overtime will be offered to the Garage employee with the lowest amount of overtime regardless of the classification.
 - When overtime is available both inside and outside of the Garage area simultaneously, the senior low hour employee shall have the option of working inside or outside of the Garage.
 - If Garage overtime is already scheduled and work outside of the Garage becomes available the low overtime employees not scheduled to work will be asked to work.

- In non-emergency situations, if Garage personnel are working overtime outside of the Garage and the need for Garage work becomes necessary, overtime will be offered to Garage employees not currently working before utilizing those employees already working outside of the area.
- All overtime worked or refused, inside or outside the Garage, will be charged to the employee for overtime equalization purposes. Persons working outside of the Garage area, however, who are sent home due to inclement weather shall be charged only for the time worked.
- This language can be amended or modified at any time by mutual consent of the parties. Furthermore, this language can be canceled by either party upon thirty (30) days written notice to the other party of their intent to cancel. In the event that cancellation by either party occurs, overtime equalization shall be governed by the Collective Bargaining Agreement.

ARTICLE XVI - HOLIDAYS

Section 1. Holidays

As many employees as possible shall be given each holiday off with pay. Regular employees who are required to work on a designated holiday will receive double time plus pay for the designated holiday. If the holiday falls on their regular day off, they shall be paid for an additional day. When a holiday is observed officially on two consecutive days (as Sunday or Monday), either day but not both, shall be considered the holiday. Hourly workers employed part-time (less than 32 hours per week) and temporary employees shall not be paid for a holiday unless they work, in which case they will be paid for the time worked at regular rates. Holiday work shall be scheduled equally among employees required to work with senior employees given preference as to which specific holiday they shall be off duty.

A. The following shall be paid holidays for the City:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day*	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

All National and State General election days.

*President's Day replaces what were known as Lincoln's Birthday and Washington's Birthday.

- B. In regular seven (7) day operations, employees having holidays fall on their scheduled off days shall have the option of taking the holiday pay or rescheduling the holiday time off during the two pay periods prior to or succeeding the holidays.
- C. To receive pay for a holiday, an employee must work or receive pay for vacation, personal or sick leave on the day before and the day after a holiday.

ARTICLE XVII - VACATION LEAVE

Section 1. Earning Vacation Leave

- A. All regular employees covered by this Agreement shall earn vacation leave in the following manner:
1. Those employees with less than four (4) years service shall earn vacation leave at the rate of ten (10) days per year, one (1) day vacation for every twenty-six (26) days worked.
 2. Those employees with more than four (4) years, but less than nine (9) years service shall earn vacation leave at the rate of fifteen (15) days per year, one (1) day vacation for every seventeen (17) days worked.

3. Those employees with more than nine (9) years service shall earn vacation leave at the rate of twenty (20) days per year, one (1) day for every thirteen (13) days worked.
 4. Those employees with more than twenty (20) years service shall earn vacation leave at the rate of twenty-five (25) days per year, one (1) day for every ten (10) days worked.
- B. Regular employees serving their probationary period shall, at the completion of their probation, have posted to their account the vacation leave earned during that period. Accrued leave may not be used during the probationary period.
- C. Service credit for vacation leave for regular employees will not accrue during any leave of absence without pay longer than two (2) weeks, including disciplinary suspension and layoff.

Section 2. Posting Vacation Leave

Accrued vacation will be posted to each eligible employee's credit on a bi-weekly basis in each department and division except as provided in Article XVII, Section 1, paragraph B.

Section 3. Banking Vacation Leave

Employees may bank one (1) year's vacation credited to his/her account as of each anniversary of his/her employment date. In case of unusual circumstances, this paragraph may be waived only by written authorization from the Mayor or Personnel Director.

Section 4. Requests for Vacation Leave

- A. Requests for vacation leave will be handled according to procedures established by the Department Head or designated official. Senior employees submitting vacation leave requests according to established procedures, will be given preference as to which period they prefer.

- B. Except for emergencies, vacation leave requests must be submitted at least twenty-four (24) hours in advance; and no vacation leave may be taken without the approval of the Department Head or designated official.

Section 5. Vacation Leave as Terminal Pay

Upon leaving the service, an employee will receive pay for all unused vacation leave.

ARTICLE XVIII - LONGEVITY

Section 1. Longevity

The City's longevity program will be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service will receive a two percent (2%) payment.
- B. Employees who have completed ten (10) years service but less than fifteen (15) years service will receive a four percent (4%) payment.
- C. Employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a six percent (6%) payment.
- D. Employees who have completed twenty (20) years service but less than twenty five (25) years service will receive an eight percent (8%) payment.
- E. Employees who have completed twenty five (25) years service will receive a ten percent (10%) payment.
- F. Such longevity payments will be made annually during the first part of December of each year.

- G. Employees who complete their 5th, 10th, 15th, 20th or 25th year after January 1 of any year, will have their longevity payments calculated, without proration, on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. The longevity payments will be computed on the basis of the straight time earnings for each employee up to his/her actual base rate. Shift premiums shall not be included in computation for longevity payments. This provision is effective January 1, 1970.
- I. Employees not on the payroll at the time the longevity payment is made, unless on injury or sick leave, will not be eligible for longevity pay for that year.
- J. Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement.
- K. The survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.

Employees hired by the City on or after full ratification and who subsequently enter into the bargaining unit shall not be eligible for longevity pay.

Employees hired by the City prior to full ratification and who subsequently enter into the bargaining unit shall be eligible for longevity pay.

ARTICLE XIX - RETIREMENT

Section 1. Retirement Benefit

- A. Effective July 1, 1985, the City agrees to supplement the annuity of each employee who retires under the Pension System on or after July 1, 1985 by making an annual payment equal to two (2) percent of his/her base retirement

annuity. This payment shall be cumulative for fourteen (14) years so that the maximum cost-of-living received after fourteen (14) years shall be twenty-eight (28) percent of the retiree's original base retirement annuity.

1. Effective June 30, 2002, any member retiring during the life of the agreement or thereafter, shall be eligible for a cumulative payment of eighteen (18) years so that the maximum cost-of-living received after eighteen (18) years shall be thirty-six (36) percent of the retiree's original base retirement annuity.

- B. Effective July 1, 1985, the City agrees to modify the method of determining employee's retirement annuity by utilizing the highest consecutive three (3) years of employees' last five (5) years to calculate final average compensation.
- C. A member of the Union can retire with twenty-five (25) years of service at age fifty (50) through age fifty four (54) with a half (1/2) percent penalty for each year of service under thirty (30).

Formula: $2\% \times \text{years of service} - 1/2\% \text{ for each year under } 30 \text{ years} \times \text{FAC} = \text{Annual Pension}$

Example: 27 years of service

$2\% \times 27 \text{ years} - (1/2\% \times 3) = 52 \frac{1}{2}\% \times \text{FAC} = \text{Annual Pension}$

A member of the Union who has twenty (25) years of service and has reached the age of fifty five (55) will receive no reduction in their pension or benefits unless otherwise specified in this Agreement.

Formula: $2\% \times \text{years of service} \times \text{FAC} = \text{Annual Pension}$

Example: $2\% \times 25 = 50\% \times \text{FAC} = \text{Annual Pension}$

There shall be no prorating of any service time, i.e., months, days, etc. Penalties will be based on full years of service.

D. Retirement Annuity Factor

1. Employees retired on or before June 30, 1984 shall have their final average compensation calculated in the following manner: 1.5% of the first nine (9) thousand dollars of final average compensation and 2% of the portion of F.A.C. in excess of nine (9) thousand dollars additional salary.
2. Effective July 1, 1984, those employees who retire shall have their final average compensation computed at 2%.
3. Effective June 30, 2002, those employees who retire shall have their F.A.C. computed at 2.25%. It is agreed between the parties that any member retiring between July 1, 1998 and June 29, 2002 shall have their F.A.C. recalculated to include the .25% improvement to the F.A.C. This increase shall be effective June 30, 2002 with no retroactivity. The F.A.C. recalculation date will be the date of the member's retirement.

ARTICLE XX - INSURANCE

Section 1. Health Insurance

- A. The City shall provide all bargaining unit employees with full-paid Blue Cross-Blue Shield M.V.F. 1 Master Medical Health Insurance with a two (2) dollar deductible prescription drug rider, or the equivalent of same.
- B. Effective July 1, 1997, the prescription drug rider will be five (5) dollars. Only Blue Cross-Blue Shield traditional and Blue Cross Preferred (PPO) shall be affected by the July 1, 1997 increase in drug rider.

C. Effective July 1, 1997, individuals shall pay \$200 deductible; families shall pay \$400 deductibles. Only Blue Cross-Blue Shield traditional and Blue Cross Preferred (PPO) shall be affected by the July 1, 1997 increase in deductibles.

D. Current plans available are:

- 1) Blue Cross/Blue Shield (traditional)
- 2) Blue Cross Preferred (PPO)
- 3) Blue Care Network (HMO)
- 4) Health Alliance Plan (HAP)
- 5) HAP Choice (PPO)

E. The Union will receive a ninety (90) day prior notification of any change of carrier.

F. Any dispute on comparability of coverage will be submitted to arbitration using an insurance actuary as the arbitrator.

G. Effective February 1, 1986, the City agrees to provide each bargaining unit member the following riders for reciprocity:

ML - Members Liability waived Diagnostic EKG and Lab

VST - Voluntary Sterilization

FAE/RC-First Aid Emergency Rider-provides for medical services

H. Retiring bargaining unit employees and their spouses shall receive the above described health insurance coverage.

Section 2. Life Insurance

Effective the date of signing of the collective bargaining agreement, the City shall provide all eligible bargaining unit employees with full paid double indemnity Confederation Life insurance coverage, or the equivalent of same, the amount of which will be two (2) times the annual base wage (hourly rate x 2080 hours) excluding permanent and total disability (PTD). The Union will receive a ninety (90) day prior notification of any change of carrier. Any dispute on comparability of coverage will be submitted to arbitration using an insurance actuary as the arbitrator. There will be no retroactive benefits.

Section 3. Dental Insurance

A. Effective July 1, 1985, the City will provide an improved dental insurance plan which will pay 100% of Preventive, Diagnostic (except radiographs), and emergency Palliative Class I services and 70% of the balance of Class I and 70% of treatment costs on Class II benefits, with a maximum payment of \$1000 per family member per year. In addition, the dental insurance plan will pay 70% of Class III services (orthodontics) subject to a one time lifetime maximum of \$1000 per family member.

Section 4. Optical/Hearing Insurance

Effective July 1, 1985, the City agrees to purchase an optical insurance program covering all employees of Local 2002 and their eligible family members (spouse and dependent children).

Effective March 1, 1986, the City agrees to purchase a hearing insurance program, in addition to their medical program, covering all employees of Local 2002 and their eligible family members (spouse and dependent children). The City agrees to pay a total maximum of One Hundred (\$100) Dollars annual premium for the combined optical and hearing insurance policies. If the annual combined premium exceeds One Hundred (\$100) Dollars, the employee will pay the difference. Effective January 1, 1986, the City shall provide all retiring bargaining unit employees and their spouses the above optical and hearing coverage.

ARTICLE XXI - GENERAL PROVISIONS

Section 1. Supervisory Duties

A. 1. Supervisors shall not perform duties done by subordinates except in cases of real emergencies or assisting in instructional, advisory or training capacities. As such, supervisory personnel shall not spend a majority of their time engaged in work activities consistently or routinely performed by subordinates.

2. It is understood that supervisors are not restricted from "incidental" duties provided the performance of these duties does not deny overtime performed or to be performed by bargaining unit employees as long as qualified bargaining unit employees are available.
- B. The intent of the above provision is not to use supervisors in place of bargaining unit employees on jobs where employees are laid off; nor use supervisors to replace bargaining unit employees to avoid extended periods of overtime or any call-in time except as provided as stated in A-2 above.

Section 2. Rights of Management

The Employer shall make no unilateral changes in wages, hours and working conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or established past practice. Except as expressly modified or restricted by provisions of this Agreement or any understandings, all managerial and administrative prerogatives and functions are retained and vested exclusively with the City of Pontiac, including but not limited to, the right to demote, reprimand, suspend, discharge or otherwise discipline employees; to set the starting and quitting times, hours, and shifts; not in conflict with the provisions of the contract; to control and regulate the use of facilities, equipment and other property of the City of Pontiac; to administer and fulfill the mission of the City and direct the City's employees.

Section 3. Relation to Regulations

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. Furnishing Supplies and Uniforms

- A. Where gloves are used by employees, the City will furnish them at cost. All rubber gloves declared necessary by the City

to be worn will be furnished without cost. Any special supplies or equipment required by the City to be used or worn for safety shall be furnished without cost.

- B. Effective July 1, 1983, for employees who presently do not receive uniforms, the City will provide uniforms.
- C. Effective July 1, 1994, the City agrees to provide and maintain one (1) clean uniform per day to all Sanitation Division employees, excluding Mechanics. Mechanics at the Sanitation Division will continue to have seven (7) changes per week. Winter jackets or winter-wear coveralls and jackets suitable for spring work will be provided every two (2) years to all Local 2002 Sanitation Division employees. Maintenance of jackets will be the responsibility of the employee.
- D. In accordance with City Policy 603.00 - Protective Footwear: The City will provide two (2) pairs of shoes per year, if necessary, to all employees required to wear protective footwear while on duty. The shoes will be purchased through a vendor selected by the City. If the employee reports to work not wearing approved protective footwear, the employee will be sent home without pay until returning to work with such footwear.

Section 5. Posting Notices

The Union shall be permitted to post notices of Union events in designated places on official City bulletin boards. All such notices must be submitted to designated City officials for the affixing of Union designated removal dates.

Section 6. Aid to Other Unions

The City will not promote or finance any competing labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization while Local 2002 is the legally designated Union.

Section 7. Education-Tuition Reimbursement

In accordance with City Policy 507.00, the City of Pontiac agrees to reimburse eligible certified full time employees for actual out-of-pocket tuition expenses and required textbooks while participating in eligible studies in accredited local schools, colleges, and universities subject to the following criteria:

- A. The employee has received written approval from the Department Head/Personnel Director to register for the course.
- B. Eligible employees must achieve a grade of "C" or 70% or better, and credit if credit for the course if credit is offered.
- C. Grants or scholarships by the Federal or State Government, education institution or other source of whatever description shall be deducted from the City's reimbursement program.
- D. Eligible employees claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts.
- E. To be reimbursed, the courses must relate directly to the work the employee is then performing or related work of a higher classification within the City, and such course must be part of a recognized degree or certificate awarding curriculum other than a basic course unless specifically waived by the City.
- F. If the City requires attendance at any particular course of instruction, the City reserves the right to designate the school or institution. The tuition reimbursement program will be limited by the amount of funds available for the program; and, an employee may be restricted to tuition reimbursement for one training event each year.

Section 8. Workforce Development

The City of Pontiac recognizes the continuing need to invest in the development of our workforce in order to meet evolving challenges that are inherent in the changing workplace and community.

A. Apprenticeship

The only truly effective apprenticeship programs are those conducted in a cooperative labor-management framework.

In order to have an effective apprenticeship program, the City, working with its workers and union, must jointly participate in the design, implementation and administration of learning systems based in the workplace.

B. Continuous Learning and Training

Labor-management participation in continuous learning and training is fundamental to the entire process.

Labor-management agree to act jointly in the planning, design and direction of learning programs.

Section 9. Employee Assistance Program

The City of Pontiac recognizes the need for an Employee Assistance Program and the City will work jointly with the Union to develop an effective program.

Section 10. Subcontracting

- A. The City will not enter into new contracts or subcontracts without prior good faith negotiations with the Union. Routine and normal contracting and subcontracting performed previous to the execution of this contract is exempt from this provision. When it is decided that the City wishes to enter into a subcontract, the Union shall be notified and must respond

within ten (10) days after receipt of notification. If the Union has not requested bargaining within ten (10) days of notification, the City will be free to enter into the announced subcontract. In the event that no agreement can be reached between the parties within thirty (30) days, either side can request mediation. If mediation fails to resolve the dispute within twenty (20) days, the parties shall go to fact finding, if requested. If fact finding is not requested, then the City will be free to enter into the announced contract. The fact finding presentation shall not exceed ten (10) days. Should the report of the fact finder fail to satisfy the parties, there shall be a ten (10) working day period after the release of the fact finder's report for the purpose of allowing the parties to reassess their positions before the City will be allowed to contract out the disputed work. If there is still no resolution, the City will be free to enter into the announced contract. In any event, no subcontracting will be entered into for the sole purpose of avoiding overtime. Subcontracting will not be entered into if it causes layoffs or displacement of permanent full time bargaining unit employees.

- B. In cases of emergency where public safety is in jeopardy, the City shall utilize employees in the bargaining unit and if necessary shall have the right to enter into a subcontracting agreement immediately.
- C. It is further understood between the parties that the following work will be performed by Local 2002 bargaining unit members in accordance with the conditions attached to items one (1) through (4) listed below:
 - 1. The towing of vehicles on public property will be reviewed and will be negotiated in accordance with paragraph A above.
 - 2. All lot upkeep and weed inspection will be performed by members of Local 2002 provided equipment is available.

3. All grounds maintenance work on the Phoenix Plaza will be negotiated with Local 2002 members in accordance with paragraph A above prior to any subcontracting attempt to allow Local 2002 to perform this work.
4. In addition to the mechanical and repair work currently being performed by Local 2002 bargaining unit members at the DPU and DPW&S, all other mechanical and repair work will be performed by Local 2002 at the DPU and DPW&S, provided staff and equipment are available. The City will not be required to purchase equipment, or hire staff, for the additional work if the budget does not permit.

Section 11. Commercial Drivers License

AFSCME, Local 2002 is willing to comply with the Commercial Motor Vehicle Safety Act, MCLA 480.11 et seq., Motor Vehicle Code, MCLA 257.1 et seq., Commercial Motor Vehicle Safety Act, Title 4, Section 2701 et seq., and all regulations issued pursuant to the Act including 49 CFR Parts 40, 382, 653 and 654 (law and regulations) and this Statement of Policy.

This policy applied to all City of Pontiac Local 2002 employees whose employment duties require possession of a Commercial Drivers License (CDL) or who perform mechanical work on commercial motor vehicles.

CDL drivers and mechanics are prohibited from using, possessing or being affected by the on- and off-duty use of alcohol or nonprescription controlled substances, or from having a breath alcohol content of .02 BAC or greater, while performing their safety sensitive job.

Management and union are to educate and to train their employees and members to the rules and regulations, and policy made by City of Pontiac, State of Michigan, and the U.S. Department of Transportation. Management and Union must possess a signed statement from each employee that he/she understands all of the above rules mentioned.

Management and Union are directed to issue any and all procedures and other directives, including appropriate disciplinary standards, necessary to insure timely and full implementation thereof.

CDL drivers and mechanics are required to submit to alcohol and controlled substance testing, as described above, in accordance with the provision of the above-cited law and regulations.

- Random alcohol testing - CDL persons and mechanics only.
- Random controlled substance testing - CDL persons and mechanics only.
- Post-accident testing - CDL persons and mechanic only.
- Reasonable suspicion, alcohol and/or controlled substance testing - CDL persons and mechanics only.
- Return to duty alcohol and/or controlled substance testing as applicable - CDL persons and mechanics only.
- Pre-employment alcohol and controlled substance testing for new hire CDL drivers and all employees.

The City of Pontiac shall retain a clinic to perform all alcohol and controlled substance testing, which clinic shall maintain the necessary personnel, including trained Breath Alcohol Technicians, materials, equipment, supplies, and supervision to comply with the requirements of the law and regulations, including confidentiality, collection, security, temporary storage and shipping and transportation of controlled substance specimens to a U.S. Department of Health & Human Services-certified drug testing laboratory; shall provide quality assurance; and shall maintain records, all in accordance with the law and regulations. The City of Pontiac shall retain a consultant to perform the random selection process for alcohol and controlled substance testing.

To be utilized in conjunction with the City of Pontiac's CDL Anti-Drug and Alcohol policy and procedures regarding alcohol and controlled substance testing of CDL drivers.

The discipline set forth below only applies to positive tests and violations as defined in Section 1. It is not intended to establish discipline or effect or diminish the City's rights under the collective bargaining agreement to impose additional disciplinary consequences for behaviors, events and circumstances, if any, surrounding the test or for other circumstances such as accidents in which alcohol and/or controlled substances are a factor, or for pre-employment controlled substance or alcohol tests.

SECTION 1. VIOLATIONS

- A. A confirmed positive drug test of a CDL driver or mechanic performed in accordance with federal regulations.
- B. A breath alcohol concentration of .04 greater when found upon an alcohol test of CDL driver or mechanic.
- C. A breath alcohol concentration of .02 or greater and less than .04 found upon an alcohol test of a CDL driver or mechanic performed in accordance with the federal regulations.
- D. Refusal of CDL driver or mechanic to submit to a drug or alcohol test, as refusal is defined by the federal regulations. Refusal includes any of the following:
- Failure to provide sufficient quantities of breath or urine without a valid medical explanation as determined by the medical review officer.
 - Failure to report to the collection site in a timely manner.
 - Failure to remain available for post-accident testing as stated in 49 CFR Part 382.303(c), CDL personnel ONLY.
 - Refusal to complete, sign and date Part 2 of the testing form.
 - Engaging in conduct that clearly obstructs the testing process.

- E. Failure to timely submit to evaluation; or complete or properly follow the rehabilitation program prescribed as directed by 49 CFR 382.605. Timely is defined as an initial contact with an S.A.P. within three (3) working days from notification of violation, and attendance at appointments as scheduled by the S.A.P. An employee who fails to pass a return to duty test will be considered to have failed to complete or properly follow the rehab program and will be charged with a Violation E. Within three (3) working days from notification of the violation, the employee must report to the S.A.P.
- F. Use of alcohol, or alcohol in one's personal possession, or misuse of prescription drugs as set forth in 49 CFR 382 Subpart B.

SECTION 2. DISCIPLINARY STEPS:

Consequences for violation of Section 1, paragraph A, B and D.

A. First Offense:

1. The employee will be removed from the safety sensitive position immediately and be subject to the provisions of 382.605.
2. The employee will be placed in a non-safety sensitive position with no reduction in pay and management will make every attempt to retain the employee in the division.
3. If in-patient treatment is required, said employee will be allowed to use sick, vacation or personal leave time and/or short-and long-term disability during the rehabilitation period.

B. Second Offense within five (5) years:

1. The employee shall be suspended for up to five (5) days without pay and subject to mandatory substance abuse treatment through employer selected case management consistent with the provision of 382.605.
2. After expiration of unpaid suspension, the employee will be returned to a non-safety position with no reduction in pay. If in-patient treatment is required, refer to paragraph C above.

C. Third Offense:

1. If the employee tests positive within five (5) years of the first offense, or commits any violation of Section 1, paragraphs A - F, the employee will be discharged. The discharge will be final and binding and not subject to the grievance or arbitration procedures.

D. Discipline issued for violations of the law and regulations will not be integrated with disciplines issued under the normal progressive disciplinary procedures.

Consequences for violations of Section 1, paragraph E:

- E. If an employee covered under the law and regulations fails to timely submit to evaluation or properly follow the rehabilitation program prescribed by the S.A.P., said employee may be suspended for up to three (3) days.

If an employee remains in violation of E after discipline has been issued, said employee will be brought before the City and the Union for review after which time the City may impose more severe discipline up to and including discharge.

SECTION 3. FOLLOW-UP TESTING:

- A. Upon return to work, federal regulations require that the employee will be required to submit to not less than six (6) unannounced follow-up tests within twelve (12) months. Based on the recommendation of the substance abuse professional, the follow-up testing period may be extended a maximum of 60 months beyond the employee's return to work date. Frequency of testing and duration of the follow-up testing period beyond six (6) tests and twelve (12) months shall rest solely with the substance abuse professional, in accordance with federal regulations.

- B. The disciplinary standards set forth in this document, excluding provisions or actions required by the federal regulations, may be reduced to waived by the employer for good cause, if same is supported by sufficient evidence submitted by the employee.

- C. Disciplinary action will be waived against any CDL driver or mechanic who voluntarily identifies him or herself as a user of a controlled substance or having an alcohol use problem prior to such employee being selected for any alcohol and controlled substance testing under this directive. The employee will be offered counseling and rehabilitation through the agency's employee assistance program. Thereafter, the employee must refrain from violating the federal regulations or the City of Pontiac policy and procedure.

SECTION 4. EMPLOYEE ASSISTANCE PROGRAM

- A. The City will establish an Employee Assistance Program (EAP) in accordance with Article XXI, Section 9.

- B. The Union states the EAP will be controlled and run by a private company or party not affiliated with the City of Pontiac.

The employee has the right to complete confidentiality and only the employee can authorize the release of information to union representatives or management personnel by written consent of employee ONLY.

- C. The Union will be consulted prior to the selection of the EAP person or counselor.

SECTION 5. RIGHTS OF UNION (AFSCME, LOCAL 2002):

- A. It is understood that the Union (AFSCME, Local 2002), by adopting this policy, is not in any way waiving its rights to grieve any discipline which may arise from this alcohol/controlled substance testing policy, excluding Section 2, Disciplinary Steps, paragraph C which AFSCME, Local 2002 agrees is final and binding and not subject to the grievance or arbitration procedure.

SECTION 6. INTERPRETATION:

- A. The parties have agreed that this policy supersedes the City's anti-drug and alcohol policy dated February 16, 1996 only to the extent that it is inconsistent with the City policy, in which case this policy shall control.

Section 12. Licenses

The City will pay for the cost of renewal fees for Electricians and those classifications that require a Commercial Drivers License (CDL).

Section 13. Political Action Committee

The City agrees to have a payroll deduction from Local 2002 members who voluntarily agree to contribute to the Political Action Committee fund.

ARTICLE XXII - SKILLED TRADES SUPPLEMENT

The Union and the City will endeavor together to attract minority citizens including females to apply and participate in the Apprenticeship Training Program to be established by the City. Provisions of the Master Agreement regarding Article XXI, Section 8 on Apprenticeship Training and Article XII, Section 1 on Promotions will apply to the Skilled Trades Supplement.

ARTICLE XXIII - WAGES

The City agrees to the following compensation for AFSCME, Local 2002 bargaining unit members:

- 9-1-98 \$800 bonus (not rolled into base wage) for members on the payroll as of the date of full ratification.

- 7-1-99 3% across-the-board

- 7-1-00 3% across-the-board

- 7-1-01 3% across-the-board

ARTICLE XXIV - DURATION

This Agreement shall be effective July 1, 1998 and the terms and conditions shall remain in full force and effect through midnight, June 30, 2002 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal date of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 23rd day of July, A.D., 1998.

CITY OF PONTIAC, a Michigan
Municipal Corporation

Walter Moore
Walter Moore, Mayor

Mary Williams
Mary Williams, City Clerk

Larry G. Marshall
Larry G. Marshall
Labor Relations Administrator

John C. Claya
John C. Claya
Deputy City Attorney/Labor

Roxanna M. Corum
Roxanna M. Corum
Acting Personnel Director

Hymie Dahya
Hymie Dahya, Finance Director

I. Joseph Davis
I. Joseph Davis
Assistant to the Mayor

San Juana Lopez
San Juana Lopez
Executive Assistant

LOCAL 2002, American Federation
of State, County and Municipal
Employee, AFL-CIO

Donald Tottingham
Donald Tottingham President

Antonio Macias
Antonio Macias, Vice President

Dennis Bennett
Dennis Bennett, Negotiator

Eric Brimm
Eric Brimm, Negotiator

Dan Connolly
Dan Connolly, Negotiator

Dorothy Milton
Dorothy Milton, Negotiator

Tony Ramirez
Tony Ramirez, Negotiator

David White
David White, AFSCME Repr.

The parties agree to revise the pay plans by using only two digits past the decimal point on all hourly figures. Digits ending in four (4) or below will remain the same and digits ending in five (5) or above will be rounded up.

**PAY PLAN
LOCAL 2002 – INCLUDING SKILLED TRADES
EFFECTIVE July 1, 1999**

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
0400	Storekeeper Aide	8.46	8.60		8.76		
0406	Master Electrician	18.57		19.10	19.63		
0407	Journeyman Elect	16.28	16.53		16.95		
0409	Radio Tech I	13.32	13.73		14.13		
0411	Radio Tech II	13.94	14.37		14.82		
0417	Traffic Serv Wrkr	11.54	11.69		11.87		
0425	Parking Warden	10.66	10.80		10.95		
0433	Sign Painter II	12.21	12.56		12.95		
0435	Prk Meter Repr III	12.37	12.55		12.75		
0439	Sec Insp-Disp-Skpr	11.54	11.69		11.87		
0731	Tree Trimmer III	12.37	12.56		12.75		
0735	Park Maint Wrkr I	11.22	11.38		11.54		
0737	Park Maint Wrkr II	11.69	11.87		12.03		
0739	Park Maint Wrkr III	12.37	12.56		12.75		
0740	Prk Mt Wkr III/Wld	12.37	12.56		12.75		
0910	Bldg Mt Caretaker	10.25		11.38	11.54		
0911	Bldg Mt Wrkr II	11.22	11.38		11.54		
0913	Bldg Mt Wrkr III	11.69	11.87		12.03		
0915	Bldg Mt Wrkr IV	12.12	12.34		12.56		
0917	Sr Bldg Mt Wrkr	12.66	12.88		13.10		
0919	Chief Bld Mt Wrkr	13.22	13.44		13.67		
0923	Bldg Mt Wrkr I	10.66	10.80		10.96		

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 1999

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
1013	Wtr/San Mt Wkr I	11.22	11.38		11.54		
1014	Mech Rpr-Grp Ldr	14.00		14.38	14.77		
1015	Sew Mech Repair	13.35	13.73		14.12		
1017	Wtr/San Mt Wkr II	11.69	11.87		12.03		
1018	Restoration Tech	12.89	13.12		13.37		
1019	Water Plant Oper	11.77		11.95	12.29	12.64	
1021	Wtr Meter Serv I	11.22	11.38		11.53		
1023	Wtr Meter Serv II	11.69	11.87		12.03		
1025	Wtr Meter Serv III	12.03	12.21		12.37		
1027	Water Mech Repr	12.39	12.77		13.15		
1109	Sewage Plant Oper	13.00		13.16	13.53	13.91	
1110	Proces Contr Tech	18.09					
1113	Laboratory Tech	12.69		12.89	13.26	13.63	
1115	Senior Lab Tech	16.28	16.53		16.95		
1315	Equip Oper I	11.38	11.53		11.69		
1317	Equip Oper II	12.03	12.21		12.57		
1319	Utility Equip Oper	12.36			14.42	15.45	16.48
1323	Head Storekeeper	11.25	11.53		11.87		
1325	Storekeeper	10.80	11.09		11.40		
1328	Landfill Scale Attd	11.85	12.02		12.20		
1329	Laborer I	10.66	10.80		10.96		
1331	Laborer II	11.09	11.22		11.38		
1333	Laborer III	11.53	11.69		11.87		
1335	Sanitation Wrkr	11.09	11.22		11.38		

PAY PLAN
LOCAL 2002 – INCLUDING SKILLED TRADES
EFFECTIVE July 1, 1999

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
1336	Sanitation Wkr III	12.34	12.49		12.67		
1339	Utility Laborer III	11.69	11.87		12.03		
1341	Laborer IV	12.03	12.25		12.48		
1343	Temp Laborer	7.17					
1347	Temp Laborer II	11.09					
1353	Spec Servs Aide	12.52	12.70		12.90		
1403	Auto Mech I	11.22	11.38		11.53		
1405	Auto Mech II	12.03	12.21		12.37		
1406	Mech III Apprent	7.88					
1407	Auto Mech III	13.67	13.89		14.09		
1431	Sr Welder Mech	13.67	13.89		14.09		
1433	Master Mechanic	14.60	14.84		15.09		
1434	HVAC Maint Wkr	13.87		14.16	14.45		
4010	Journeyman Elect	16.28	16.53		16.95		
4011	Std Mech Repairer	14.38					
4014	Loading Dock Wkr	11.61					
4016	Stadium Custodian	10.42	10.69		10.96		
4019	Sr Stad Custodian	11.09	11.40		11.72		
4047	Std Air Cnd/Rfg Mc	16.28	16.53		16.95		
4051	Stad Turf Spec	13.66					
4052	Std Air Cnd/Rfg Ap	12.48					
4057	Stad Sr Labor Aide	10.57					
4060	Stad Dock Attend	11.61					
4062	Asst Std Turf Spec	10.43					

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 1999

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
4063	Warehouse Attend	11.89					
4065	Stadium Laborer	11.09	11.23		11.38		
4072	Std Air Cnd/Rfg I	13.66	13.84		14.38		
4076	Std Mech Rpr-Plmb	14.38					
4077	Std Mech Rpr-Carp	14.38					
4078	Std Mech Rpr-Weld	14.38					

PAY PLAN
LOCAL 2002 – INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2000

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
0400	Storekeeper Aide	8.71	8.86		9.02		
0406	Master Electrician	19.13		19.67	20.22		
0407	Journeyman Elect	16.77	17.03		17.46		
0409	Radio Tech I	13.72	14.14		14.55		
0411	Radio Tech II	14.36	14.80		15.26		
0417	Traffic Serv Wrkr	11.89	12.04		12.23		
0425	Parking Warden	10.98	11.12		11.28		
0433	Sign Painter II	12.58	12.94		13.34		
0435	Prk Meter Repr III	12.74	12.93		13.13		
0439	Sec Insp-Disp-Skpr	11.89	12.04		12.23		
0731	Tree Trimmer III	12.74	12.94		13.13		
0735	Park Maint Wrkr I	11.56	11.72		11.89		
0737	Park Maint Wrkr II	12.04	12.23		12.39		
0739	Park Maint Wrkr III	12.74	12.94		13.13		
0740	Prk Mt Wkr III/Wld	12.74	12.94		13.13		
0910	Bldg Mt Caretaker	10.56		11.72	11.89		
0911	Bldg Mt Wrkr II	11.56	11.72		11.89		
0913	Bldg Mt Wrkr III	12.04	12.23		12.39		
0915	Bldg Mt Wrkr IV	12.48	12.71		12.94		
0917	Sr Bldg Mt Wrkr	13.04	13.27		13.49		
0919	Chief Bld Mt Wrkr	13.62	13.84		14.08		
0923	Bldg Mt Wrkr I	10.98	11.12		11.29		
1013	Wtr/San Mt Wkr I	11.56	11.72		11.89		
1014	Mech Rpr-Grp Ldr	14.42		14.81	15.21		
1015	Sew Mech Repair	13.75	14.14		14.54		

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2000

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
1017	Wtr/San Mt Wkr II	12.04	12.23		12.39		
1018	Restoration Tech	13.28	13.51		13.77		
1019	Water Plant Oper	12.12		12.31	12.66	13.02	
1021	Wtr Meter Serv I	11.56	11.72		11.88		
1023	Wtr Meter Serv II	12.04	12.23		12.39		
1025	Wtr Meter Serv III	12.39	12.58		12.74		
1027	Water Mech Repr	12.76	13.15		13.54		
1109	Sewage Plant Oper	13.39		13.55	13.94	14.33	
1110	Proces Contr Tech	18.63					
1113	Laboratory Tech	13.07		13.28	13.66	14.04	
1115	Senior Lab Tech	16.77	17.03		17.46		
1315	Equip Oper I	11.72	11.88		12.04		
1317	Equip Oper II	12.39	12.58		12.95		
1319	Utility Equip Oper	12.73			14.85	15.91	16.97
1323	Head Storekeeper	11.59	11.88		12.23		
1325	Storekeeper	11.12	11.42		11.74		
1328	Landfill Scale Attd	12.21	12.38		12.57		
1329	Laborer I	10.98	11.12		11.29		
1331	Laborer II	11.42	11.56		11.72		
1333	Laborer III	11.88	12.04		12.23		
1335	Sanitation Wrkr	11.42	11.56		11.72		
1336	Sanitation Wkr III	12.71	12.86		13.05		
1339	Utility Laborer III	12.04	12.23		12.39		

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2000

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
1341	Laborer IV	12.39	12.62		12.85		
1343	Temp Laborer	7.39					
1347	Temp Laborer II	11.42					
1353	Spec Servs Aide	12.90	13.08		13.29		
1403	Auto Mech I	11.56	11.72		11.88		
1405	Auto Mech II	12.39	12.58		12.74		
1406	Mech III Apprent	8.12					
1407	Auto Mech III	14.08	14.31		14.51		
1431	Sr Welder Mech	14.08	14.31		14.51		
1433	Master Mechanic	15.04	15.29		15.54		
1434	HVAC Maint Wkr	14.29		14.58	14.88		
4010	Journeyman Elect	16.77	17.03		17.46		
4011	Std Mech Repairer	14.81					
4014	Loading Dock Wkr	11.96					
4016	Stadium Custodian	10.73	11.01		11.29		
4019	Sr Stad Custodian	11.42	11.74		12.07		
4047	Std Air Cnd/Rfg Mc	16.77	17.03		17.46		
4051	Stad Turf Spec	14.07					
4052	Std Air Cnd/Rfg Ap	12.85					
4057	Stad Sr Labor Aide	10.89					
4060	Stad Dock Attend	11.96					
4062	Asst Std Turf Spec	10.74					
4063	Warehouse Attend	12.25					

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2000

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
4065	Stadium Laborer	11.42	11.57		11.72		
4072	Std Air Cnd/Rfg I	14.07	14.26		14.81		
4076	Std Mech Rpr-Plmb	14.81					
4077	Std Mech Rpr-Carp	14.81					
4078	Std Mech Rpr-Weld	14.81					

PAY PLAN
LOCAL 2002 – INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2001

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
0400	Storekeeper Aide	8.97	9.13		9.29		
0406	Master Electrician	19.70		20.26	20.83		
0407	Journeyman Elect	17.27	17.54		17.98		
0409	Radio Tech I	14.13	14.56		14.99		
0411	Radio Tech II	14.79	15.24		15.72		
0417	Traffic Serv Wrkr	12.25	12.40		12.60		
0425	Parking Warden	11.31	11.45		11.62		
0433	Sign Painter II	12.96	13.33		13.74		
0435	Prk Meter Repr III	13.12	13.32		13.52		
0439	Sec Insp-Disp-Skpr	12.25	12.40		12.60		
0731	Tree Trimmer III	13.12	13.33		13.52		
0735	Park Maint Wrkr I	11.91	12.07		12.25		
0737	Park Maint Wrkr II	12.40	12.60		12.76		
0739	Park Maint Wrkr III	13.12	13.33		13.52		
0740	Prk Mt Wkr III/Wld	13.12	13.33		13.52		
0910	Bldg Mt Caretaker	10.88		12.07	12.25		
0911	Bldg Mt Wrkr II	11.91	12.07		12.25		
0913	Bldg Mt Wrkr III	12.40	12.60		12.76		
0915	Bldg Mt Wrkr IV	12.85	13.09		13.33		
0917	Sr Bldg Mt Wrkr	13.43	13.67		13.89		
0919	Chief Bld Mt Wrkr	14.03	14.26		14.50		
0923	Bldg Mt Wrkr I	11.31	11.45		11.63		
1013	Wtr/San Mt Wkr I	11.91	12.07		12.25		
1014	Mech Rpr-Grp Ldr	14.85		15.25	15.67		
1015	Sew Mech Repair	14.16	14.56		14.98		

PAY PLAN
LOCAL 2002 – INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2001

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
1017	Wtr/San Mt Wkr II	12.40	12.60		12.76		
1018	Restoration Tech	13.68	13.92		14.18		
1019	Water Plant Oper	12.48		12.68	13.04	13.41	
1021	Wtr Meter Serv I	11.91	12.07		12.24		
1023	Wtr Meter Serv II	12.40	12.60		12.76		
1025	Wtr Meter Serv III	12.76	12.96		13.12		
1027	Water Mech Repr	13.14	13.54		13.95		
1109	Sewage Plant Oper	13.79		13.96	14.36	14.76	
1110	Proces Contr Tech	19.19					
1113	Laboratory Tech	13.46		13.68	14.07	14.46	
1115	Senior Lab Tech	17.27	17.54		17.98		
1315	Equip Oper I	12.07	12.24		12.40		
1317	Equip Oper II	12.76	12.96		13.34		
1319	Utility Equip Oper	13.11			15.30	16.39	17.48
1323	Head Storekeeper	11.94	12.24		12.60		
1325	Storekeeper	11.45	11.76		12.09		
1328	Landfill Scale Attd	12.58	12.75		12.95		
1329	Laborer I	11.31	11.45		11.63		
1331	Laborer II	11.76	11.91		12.07		
1333	Laborer III	12.24	12.40		12.60		
1335	Sanitation Wrkr	11.76	11.91		12.07		
1336	Sanitation Wkr III	13.09	13.25		13.44		
1339	Utility Laborer III	12.40	12.60		12.76		

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2001

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
1341	Laborer IV	12.76	13.00		13.24		
1343	Temp Laborer	7.61					
1347	Temp Laborer II	11.76					
1353	Spec Servs Aide	13.28	13.47		13.69		
1403	Auto Mech I	11.91	12.07		12.24		
1405	Auto Mech II	12.76	12.96		13.12		
1406	Mech III Apprent	8.36					
1407	Auto Mech III	14.50	14.74		14.95		
1431	Sr Welder Mech	14.50	14.74		14.95		
1433	Master Mechanic	15.49	15.75		16.01		
1434	HVAC Maint Wkr	14.72		15.02	15.33		
4010	Journeyman Elect	17.27	17.54		17.98		
4011	Std Mech Repairer	15.25					
4014	Loading Dock Wkr	12.32					
4016	Stadium Custodian	11.05	11.34		11.63		
4019	Sr Stad Custodian	11.76	12.09		12.43		
4047	Std Air Cnd/Rfg Mc	17.27	17.54		17.98		
4051	Stad Turf Spec	14.49					
4052	Std Air Cnd/Rfg Ap	13.24					
4057	Stad Sr Labor Aide	11.22					
4060	Stad Dock Attend	12.32					
4062	Asst Std Turf Spec	11.06					
4063	Warehouse Attend	12.62					

PAY PLAN
LOCAL 2002 -- INCLUDING SKILLED TRADES
EFFECTIVE July 1, 2001

<u>Code</u>	<u>Class</u>	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>
4065	Stadium Laborer	11.76	11.92		12.07		
4072	Std Air Cnd/Rfg I	14.49	14.69		15.25		
4076	Std Mech Rpr-Plmb	15.25					
4077	Std Mech Rpr-Carp	15.25					
4078	Std Mech Rpr-Weld	15.25					

The parties agree to eliminate the following classifications from the current pay plan:

<u>Code</u>	<u>Classification</u>
<u>0326</u>	<u>Sup Insp Dps Strkpr Aide</u>
<u>0330</u>	<u>Tool Keeper</u>
<u>0371</u>	<u>Inventory Worker</u>
<u>0383</u>	<u>Plant Operator Trainee</u>
<u>0384</u>	<u>Timekeeper Assistant</u>
<u>0385</u>	<u>Vehicle Serv Wrkr Trainee</u>
<u>0386</u>	<u>Property Clerk</u>
<u>0389</u>	<u>Laborer Assistant</u>
<u>0400</u>	<u>Storekeeper Aide</u>
<u>0406</u>	<u>Sr Utility Electrician</u>
<u>0415</u>	<u>Sign Painter I</u>
<u>0419</u>	<u>Parking Meter Repairer I</u>
<u>0421</u>	<u>Parking Meter Repairer II</u>
<u>0423</u>	<u>Watcher/Dispatcher</u>
<u>0427</u>	<u>Parking Aide</u>
<u>0437</u>	<u>Dispatcher</u>
<u>0629</u>	<u>Labor Pool Aide</u>
<u>0633</u>	<u>Crew Leader</u>
<u>0726</u>	<u>Tree Trimmer Trainee</u>
<u>0727</u>	<u>Tree Trimmer I</u>
<u>0729</u>	<u>Tree Trimmer II</u>
<u>0745</u>	<u>Sr. Custodian</u>
<u>0747</u>	<u>Custodian</u>
<u>0749</u>	<u>Custodial Worker</u>
<u>1016</u>	<u>Instrument Repairer</u>
<u>1321</u>	<u>Carpenter</u>
<u>1322</u>	<u>Carpenter Trainee</u>
<u>1327</u>	<u>Timekeeper</u>
<u>1409</u>	<u>Maintenance Mechanic</u>
<u>1425</u>	<u>Vehicle Service Worker</u>
<u>4015</u>	<u>Mechanic</u>
<u>4064</u>	<u>Stadium Conversion Team</u>

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PONTIAC
AND
AFSCME, COUNCIL 25, LOCAL 2002

In the interest of sound labor-management relations, the parties have agreed to form a subcommittee to reexamine the following classifications for upgrade and with respect to job descriptions:

0411 Radio Technician II
0417 Traffic Service Worker
0433 Sign Painter II
0439 Security Insp-Disp-Stkpr
0731 Tree Trimmer III
0739 Park Maintenance Worker III
1015 Sewage Mechanical Repairer
1017 Water/Sewer Maintenance Worker II
1019 Water Plant Operator
1021, 1023, 1025 Water Meter Servicer I, II, III
1109 Sewage Plant Operator
1335 Sanitation Worker
1336 Sanitation Worker III
1407 Auto Mechanic III
1431 Sr. Welder Mechanic
1434 HVAC Maintenance Worker
0911, 0913, 0915 Building Maintenance Worker
0407 Utility Electrician
4019 Sr. Stadium Custodian

It is further agreed and understood that the subcommittee shall consist of four (4) Union members and four (4) City members. Meetings are to commence immediately after full ratification of the successor agreement to the 1995-1998 contract. It is also agreed and understood that said subcommittee meetings will terminate on or before December 31, 1998 and if the parties are unable to reach agreement by December 31, 1998, then the status quo shall remain in effect.

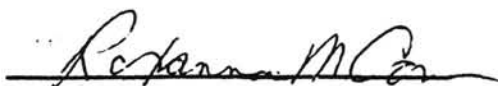
Memorandum of Understanding
Local 2002 Classifications Subcommittee

FOR THE CITY


Walter Moore, Mayor


Larry G. Marshall
Labor Relations Administrator


John C. Claya
Deputy City Attorney/Labor


Roxanna M. Corum
Acting Personnel Director

FOR THE UNION


Donald Tottingham, President

Dated: June 2, 1998

SUPPLEMENTAL AGREEMENT
AFSCME, Local 2002
April 1, 1995 through June 30, 1998

City and Union agree to eliminate the Stadium Turf Specialist classification, Stadium Warehouse Attendant classification, and the Stadium Laborer classification.

The aforementioned classifications shall be combined into one classification entitled Stadium Mechanic Repairer-Utility. Employees affected by the classification change shall have a thirty day training period of which to demonstrate the ability to perform the necessary job duties of the new classification. Failure to perform those duties will result in the individual being "grandfathered" in his/her former classification at the former rate of pay until he/she is able to perform the job duties of Stadium Mechanic Repairer-Utility. The individual will have another opportunity to demonstrate his/her ability to perform the Stadium Mechanic Repairer-Utility job duties in six month intervals. In addition, any employee failing to demonstrate his/her ability to perform the Stadium Mechanic Repairer-Utility job duties will be the last person called for overtime on the overtime list. Stadium Mechanic Repairer-Utility will be considered for overtime with preference.

The City and Union further agree to the following wage rates:

Stadium Mechanic Repairer-Utility: \$11.96/hr (consistent to the eliminated Stadium Turf Specialist rate of pay that reaches \$13.265/hr in the final year of the contract)

Stadium A/C & Ref I: Increase of .73 cents/hr.

Stadium Sr Custodian: \$10.411/hr (consistent to the Warehouse Attendant pay scale that reaches \$11.547/hr in the final year of the contract).


Stadium Mechanic Repairer-Carpenter, Stadium Mechanic Repairer-Plumber, Stadium Mechanic Repairer-Welder and Stadium Mechanic Repairer: To be on the Stadium Electrician pay scale if the employee obtains the applicable trade license for their respective classification.

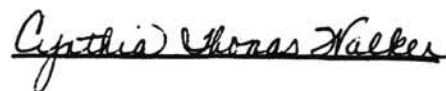
Effective date of job classification changes and wage rate changes is July 30, 1995.

Memorandum of Understanding
Skilled Trades Negotiations
Page 2

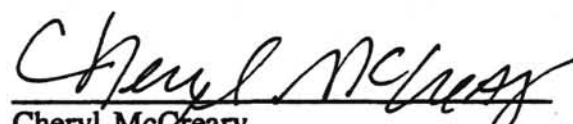
- 1) Fringes will be folded in fiscal year 1988-89.
- 2) 2% increase also applies to Sr. Sewage Mechanical Repairer.
- 3) The qualifications on the proposed Lab Technician job description shall not apply to current Lab Technicians employed by the City of Pontiac.

For the City:


Michael Kyritsis
Labor Relations Administrator



For the Union:


Cheryl McCreary
AFSCME, Council 25 Representative

Larry G. Marshall
President, Local 2002


Antonio Macias, Jr.
Vice President, Local 2002

Dated: 4-28-95

**SUPPLEMENTAL AGREEMENT
AFSCME, Local 2002
April 1, 1995 through June 30, 1998**

The City and Union agree to the following job description for:

Stadium Senior Custodian

General Statement of Duties

- To be responsible for the cleaning of the Authority offices, Box Office, Operations office, lunchroom, locker room, warehouse, Inside East ticket area, and other offices and hallways within Stadium as needed for events and maintain stock in each area.
- To keep warehouse in orderly fashion; receive deliveries as available or needed; to make supply runs as requested.

Supervision Received

Work is performed under the direct supervision of the Maintenance and Events Supervisor or other Stadium officials.

Supervision Exercised

An employee will exercise supervision over contractors for suite cleaning before and after events (pre and post cleaning)

Typical Examples of Work

An employee in this classification may be called upon to do any or all of the following: (These examples do not include all of the tools which the employee may be expected to perform.)

- | | |
|-----------------------------------|------------------------------|
| Clean Authority offices daily | Clean Operations Warehouse |
| Clean Stadium Box Office daily | Clean Operations Locker room |
| Clean Operations Lunchroom | Receive deliveries |
| Clean Operations offices | Organize Warehouse |
| Clean Police Command Post offices | Make parts and supply runs |

SUPPLEMENTAL AGREEMENT
AFSCME, Local 2002
April 1, 1995 through June 30, 1998

The City and Union agree to the following job description for:

Stadium Mechanic Repairer-Utility

General Statement of Duties: To perform a variety of duties relating to general maintenance and events including minor construction, maintenance, repairs and labor duties; to operate power equipment and tools as needed; to perform related work as required; and to assist mechanics and tradesmen (within their own classification) as needed.

Minimum Qualifications:

- Valid Michigan drivers license
- Capable of driving or willingness to learn all equipment
 - 1) Forklifts
 - 2) Manlift
 - 3) GMC Trucks
 - 4) Zamboni Turf Machine
 - 5) American Lincoln Sweeper
 - 6) John Deere three-wheeler tractors
 - 7) Bobcat Loader
 - 8) All other equipment where training is provided
- Capable of using or willingness to learn to use all paint-spraying equipment
- Capable of using or willingness to learn to use hand tools as needed
- Knowledge of general mathematics (i.e., capable of reading and taking measurements as instructed)
- General knowledge of minor turf repairs
- General knowledge of turf system (setup for pulling/setup for removal)
- General knowledge of minor seat repairs
 - 1) Seat back or seat bottom removal/replacement
 - 2) Complete unit removal (i.e., mounting bolts)
- Complete working knowledge of roof "pump station" snow removal system

Supervision Received: Work is performed under the general supervision of an Operations Supervisor or other designated stadium official; work may also be performed under the field supervision of a tradesman or mechanic (when assisting).

Typical Examples of Work: An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

- Operate heavy equipment as needed
- Fuel and maintain equipment as needed
- Operate cleaning equipment
- Operate spray-painting equipment

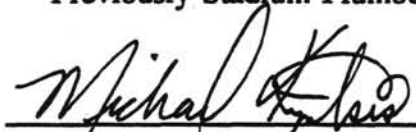
SUPPLEMENTAL AGREEMENT
AFSCME, Local 2002
April 1, 1995 through June 30, 1998

Typical Examples of Work: (continued)

- Lay out/paint football field
- Repair/maintain astroturf
- Install/remove astroturf
- Perform minor seat repairs/install whole units/remove whole units *
 - 1) Bolt replacement
 - 2) Seat backs
 - 3) Seat bottoms
 - 4) Seat/row number replacement
- Perform minor temporary plumbing repairs and duties as needed **
 - 1) Shut off urinals
 - 2) Shut off stools
 - 3) Install/remove hydrant manifolds
 - 4) Remove/replace drain caps
- Remove snow from roof
- Receive/store/inventory deliveries
- Perform various heavy and minor manual labor duties
- Assist tradesmen and mechanics as needed


* Previously Stadium Mechanic's typical duties

** Previously Stadium Plumber's typical duties


Michael Kyritsis 8-14-95
Labor Relations Administrator


Larry G. Marshall
President, Local 2002


Eric Walker 8-15-95
Silverdome Executive Director


Samuel Snorton
Negotiator


Dorothy Milton
Negotiator

Dated: 8-15-95

