

6/30/2002

4548

# Collective Bargaining Agreement

## CITY OF TRENTON

and

## LOCAL 292

American Federation of State,  
County and Municipal Employees

*Trenton, City of*

July 1, 1999 - June 30, 2002

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## AGREEMENT

THIS AGREEMENT, made this 10th day of July, 2000, by and between the City of Trenton, Michigan, hereinafter designated as the "City" and Local #292, of the American Federation of State, County and Municipal Employees, AFL-CIO, an unincorporated voluntary association, hereinafter designated as the "Union."

### ARTICLE 1 PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the City and its employees; set forth the general policy of the City on personnel and procedures; establish uniform and equitable rates of pay, hours of work and other conditions of employment; and provide a method for redress of any grievances the employees may have by virtue of this Agreement.

### ARTICLE 2 RECOGNITION

#### SECTION 1.

The City of Trenton does hereby recognize Local #292 and Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive bargaining representatives, as defined in Section 11, of Act 379, Public Acts of 1965 with respect to rates of pay, wages, hours of employment, and other conditions of employment for all general city employees with the persons holding the following positions excluded therefrom:

Elected and Appointed Officials	Administrative Secretaries
Deputy City Assessor	Secretaries
Deputy City Clerk	All Engineers, Project Assistants & Inspectors
Deputy City Treasurer	All Salaried Supervision
Health Nurse	Human Resources Office Employees
Chief Chemist, WWTP	Police Department
IPP/CSO, WWTP	Fire Department
Organized Recreation	

Also excluded are any and all positions which may require a technical or college degree, or the equivalent in combined education and experience.

#### SECTION 2. PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES

For the purpose of this agreement, the term "part-time employee", "temporary employee" or "seasonal employee" shall be excluded from the provisions of this agreement.

- A. PART-TIME EMPLOYEE  
Persons hired specifically to work on a part-time basis in classifications identified in Article 30, and working no more than thirty (30) hours in a calendar week.
- B. TEMPORARY EMPLOYEE  
Persons hired specifically to work for a limited period of time in classifications identified in Article 30. Such period of time includes, vacation schedules, sick leaves, other authorized leaves of absence and any special project or emergency which requires the need for an employee for a limited period of time. Special projects will be discussed with the union to identify the specific period of time needed for the project and shall be mutually agreed upon.

**ARTICLE 2 (continued)**  
**RECOGNITION**

SECTION 2. PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES, (continued)

- C. **SEASONAL EMPLOYEE**  
Persons hired specifically to work for a seasonal period of time in classifications identified in Article 30. Such seasonal work will generally be performed between May 1 and November 30. The seasonal period for specific departments will be identified annually by the city and provided to the union with the specific period not to exceed a total of six (6) months.
- D. The rate of pay for part-time, temporary, and seasonal employees described above shall be as prescribed by the city.
- E. The rate of pay for part-time, temporary, and seasonal employees described above shall not be in excess of the rate of pay for the lowest rated full-time employee in the respective departments or shifts, if said full-time employee is capable of doing the work.
- F. The use of persons that work part-time, temporary or seasonally in classifications identified in Article 30 will be reviewed annually by the city at the written request of the union to determine if work can be consolidated to provide full time employment without sacrificing efficiency and/or interfering with vacation schedule of full-time employees.
- G. It is only intended that part-time, temporary or seasonal personnel used to supplement the full time bargaining unit work and not to replace full time bargaining unit positions that are budgeted.

**ARTICLE 3**  
**RIGHTS OF MANAGEMENT**

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the law and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility. The City agrees to negotiate in accordance with Article 1 - Purpose, except for specific conditions as shall be made mandatory by state or federal law.

**ARTICLE 4**  
**REPRESENTATION**

All employees covered by this Agreement will be represented for the purpose of grievance procedure and negotiations by a committee, composed of three (3) members of the Local Union Executive Board and the President and the Vice-President. The Committee will meet with the Department Heads as often as necessary.

## ARTICLE 5 GRIEVANCE & ARBITRATION PROCEDURE

### SECTION 1. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties which is claimed to be a violation, misapplication, or misinterpretation of this Agreement, shall be settled in the following manner:

STEP 1 Any employee having a grievance shall first file written notice of the alleged grievance with the employee's immediate supervisor and steward. The supervisor shall attempt to resolve the matter and shall respond in writing to the steward and employee within five (5) working days, excluding Saturdays, Sundays and Holidays.

The written notice of the alleged grievance shall include the date of the alleged grievance; section of the agreement violated, misapplied or misinterpreted; adjustment requested. The Supervisor receiving said written notice will forward a copy of the notice to the City Administrator or his designee and the Department Head if the Supervisor is not the Department Head.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Department Head within five (5) working days after the supervisor's response excluding Saturdays, Sundays, and Holidays. The Department Head or his/her designee shall schedule a meeting with the City Administrator or his/her designee, the employee filing the grievance and the union steward or union grievance committee within fifteen (15) working days excluding Saturdays, Sundays, and Holidays. The Department Head or his/her designee shall respond to the Union Steward or the Union Grievance Committee in writing within five (5) working days following the meeting above, excluding Saturdays, Sundays and Holidays.

STEP 3 If the grievance still remains unresolved, it shall be presented by the Union Steward, or Union Grievance Committee to the City Administrator in writing within five (5) working days after the response in Step 2, excluding Saturdays, Sundays, and Holidays. The City Administrator shall respond in writing to the Union Steward, or Union Grievance Committee (with a copy of the response to the Union President) within ten (10) working days following receipt of the grievance, excluding Saturdays, Sundays and Holidays.

STEP 4 If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the City Administrator, request arbitration by written notice to the other party. The arbitration proceedings shall be conducted by The American Arbitration Association. The request to the American Arbitration Association shall be made within six (6) months of the above written notice or the grievance shall be considered withdrawn. A copy of said request shall be sent to the other party.

The costs for the arbitrator's services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

### SECTION 2. TIME LIMIT

No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step 1 through 4 may be extended for good cause shown or mutual consent of the parties.

## ARTICLE 5 GRIEVANCE & ARBITRATION PROCEDURE

### SECTION 2. TIME LIMIT (continued)

Failure of the Union to abide by the time limits set forth in Step 1 through 4 above, shall be considered an abandonment of the grievance. Failure of the Employer to abide by the time limits set forth in Step 1 through 4 above shall be considered a granting of the grievance without thereby setting a precedent.

### SECTION 3. GRIEVANCE NEGOTIATIONS

Supervision will allow official Union representatives the time off from their regular duties for grievance negotiations concerning the meetings identified in Section 1, Steps 2 and 3 or the Arbitration hearings associated with Step 4. The Union representatives will notify the City Administrative Offices, at least 24 hours in advance, of the employees to be released in conjunction with meetings in Step 3 and the arbitration hearings associated with Step 4. The City Administrative Office will notify the respective employee's Department Head concerning the release time needed in conjunction with meetings in step 3 and the arbitration hearings associated with Step 4 with a copy of said notice to the Union. If the grievance negotiations have to take place during a Union Official's scheduled working hours with the City, the City will pay the representatives their regular rate of pay for all time consumed during such scheduled working hours.

If employee(s) have filed grievances and are required by the Union and the City to be present during the grievance proceedings concerning the meetings identified in Section 1, Steps 2 and 3 or the arbitration hearings associated with Step 4, they shall be compensated at their regular rate of pay for all time so consumed during their scheduled working day.

### SECTION 4. UNION GRIEVANCE MEETINGS

If the Union Representatives, including the employee(s) having filed grievances, need time off from work in order to meet with AFSCME Council 25 for internal grievance appeal processes or in preparation for arbitration hearings, the City will release them from work with pay subject to the following conditions:

- A. No more than a total of three (3) employees will be released from work within the entire bargaining unit.
- B. The Union will notify each Department Head of the need for the released time at least five (5) working days in advance, excluding Saturdays, Sundays, and holidays. Such notice will be in writing and include one of the two purposes described above, the date of the meeting, time of the meeting, name of the employee(s) requesting time off and the number of scheduled work hours being requested. A copy of all such notices shall be likewise filed with the City Administrator's office.
- C. The release from work will be allowed only if an overtime situation is not created.
- D. Employees allowed such release from work will be paid with the following limitations:
  - 1. Release from work will not occur before 1:30 p.m.
  - 2. Paid work release will not exceed four (4) hours.
- E. Employees allowed such release from work may be paid in accordance with leave privileges granted in Article 19 - Personal Days or Article 14 - Vacations as directed by the employee or the employee may request that such release time be unpaid in accordance with Article 12 - Special Leaves, Section 4. Other Leave, if the time required exceeds sub-section "D" above.

## ARTICLE 6 CLERICAL

### SECTION 1. INTRA AND INTER-DEPARTMENTAL PROMOTIONS

If there is more than one union clerical person within Clerical sub-departments A through G (see Article 23 - Vacancies and Bidding Procedures), the vacancy will be filled according to the following bidding procedures:

A Department Head shall have five (5) working days (excluding Saturdays, Sundays, and Holidays) after a position has been vacated in which to post a notice of the open position which becomes vacant or to notify the Union that the position is to be abolished. An employee who is on vacation, sick leave, restricted duty or off work for any other permissible reason shall have a period of three (3) working days (excluding Saturdays, Sundays, and Holidays) after his/her return to work in which to exercise his/her bidding rights on a position which was posted during his/her absence. In no case shall such bidding rights be extended for more than one (1) year following the date of the posting.

The job shall first be posted in the sub-department in which the vacancy exists. The job will be awarded based on seniority in the sub-department alone.

Should no bid be submitted for said vacancy, the bidding process will be as follows: (See Article 23, Vacancies and Bidding Procedure).

### SECTION 2. BIDDING

Bidding is defined as the procedure by which an employee may request a change to a posted vacancy in a different classification within a department or from one department to another (See Article 30, Wages). In the event that no qualified bidders apply for a posted vacancy, an employee holding the same classification may bid on the vacant position. If qualified, the employee shall be awarded the position subject to the approval of the department heads of both affected departments and successful completion of a trial period.

### SECTION 3. TRIAL PERIOD

An employee who applies for a vacant position shall have a thirty (30) calendar day trial period. Any employee who, prior to the completion of the thirty (30) calendar day trial period, decides to return to his/her former classification shall do so with no loss of department seniority. Upon completion of the thirty (30) calendar day trial period, he/she shall acquire equity in the new position.

### SECTION 4. QUALIFYING

Whether or not an employee is qualified for a job will be decided by the Department Head and the Union Committee. If agreement is not reached, the City will obtain a knowledgeable independent third party to decide and the third party's decision will be final.

### SECTION 5. WAGE READJUSTMENTS

Any clerical employee who bids on and receives an upgraded position will be entitled to a wage increase to the next monetary level (e.g., Clerical 1, 1-2 years to Clerical 2, 1-2 years). Progressive monetary increases will follow in increments as outlined in the wage schedule and table.

### SECTION 6. RELIEF PERIODS

Employees covered under this Article shall receive fifteen (15) minutes in each half of the day's work for relief periods. Relief periods shall not be combined with starting, closing, or lunch hours, and shall be taken so as not to conflict with departmental operations.



## ARTICLE 6 CLERICAL

### SECTION 7. MOVE-UP CLERICAL

A temporary move-up will be permitted in the Clerical sub-sections in which two or more different classifications exist. The lower classified employee will be permitted a move-up to the next highest rate of pay in the higher classification if the employee in the higher classification is on an extended illness or vacation period of at least two (2) weeks, or earlier if it becomes necessary to hire a temporary employee because of such leave.

Effective July 1, 2000, a move-up will occur when the higher classified employee is absent for a minimum period of a full work day. Move-ups will only occur within Clerical sub-sections in which two or more different classifications exist.

### SECTION 8.

The City and Union agree that the most senior Clerical 1 position in the Engineering Department will be reclassified to Clerical 2 effective July 1, 2000.

## ARTICLE 7 HEALTH & SAFETY

### SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth.

### SECTION 2. PURPOSE

It is mutually agreed, by both parties to this contract, that a committee shall exist for the purpose of promulgating rules, regulations, and procedures for the enactment and enforcement of a "Written Safety and Health Program". This committee will be referred to as the "Joint Safety Committee" and shall meet monthly if necessary and requested by the Union. The duties and responsibilities of the safety committee will be to investigate accidents, develop safe work methods and rules, sponsor a safety training program, inspect various aspects of city work at intervals, advertise safety, and meet to discuss safety and health improvements.

### SECTION 3. JOINT SAFETY COMMITTEE

The Joint Safety Committee shall consist of the Union President, two (2) Union members representing D.P.S., one (1) Union member representing Clerical, one (1) Union member representing Parks and Facilities, one (1) Union member representing W.W.T.P. and up to an equal number representing the City Management. The respective representatives' appointment to, and length of term on, the Committee shall be the option of each party respectively. Prior to the termination of a representative's service, the respective party will notify the Joint Safety Committee by written thirty (30) day notice.

### SECTION 4. THIRD PARTY

If any disagreement arises within the committee with respect to any matter pertaining to unsafe or unhealthy working conditions or equipment, a knowledgeable independent third party will be recruited to decide and his/her decision will be binding on the committee.

### SECTION 5. COMPENSATIONS

Committee members will serve with no extra compensation from the City.

## ARTICLE 7 HEALTH & SAFETY

### SECTION 6. APPROVAL

Upon completion of the rules and procedures initiating and governing the Safety Code, it shall be submitted to the respective parties for discussion and agreement. All rules, regulations, and procedures promulgated by the Joint Safety Committee, shall be binding on both parties. Department Heads will be required to submit, in writing, department safety procedures as requested by the Joint Safety Committee, for the Joint Safety Committee's approval. The City and/or the Union may request, in writing, that the Joint Safety Committee consider additions, deletions and/or changes to all promulgated safety rules.

### SECTION 7.

As a condition of employment, all employees shall diligently comply with all city, state, and federal safety rules and regulations that are presently, or are in the future, enacted for the health and safety of the employees.

## ARTICLE 8 DISCIPLINARY PROCEDURES

### SECTION 1. PURPOSE

The purpose of this article is not to restrict the rights of any group or individual, but to define and protect such rights, and insure cooperation and understanding. Although the severity of discipline increases with continuance of the employees' disregard, it is set forth to be corrective and/or preventive in nature.

### SECTION 2. POLICY

The City, through each or all departments, shall promulgate work rules and regulations covering their respective operations, and said rules will be posted on the Union bulletin board in the respective departments. As a condition of employment, all employees covered under this contract will be required to comply with all work rules and regulations promulgated. Work rules and regulations shall be divided into two categories, Major and Minor, which may be reviewed and defined as may be necessary.

### SECTION 3. MINOR INFRACTIONS

Any accumulation of violations of Minor Work Rules and Regulations shall be subject to the following disciplinary action:

1. First Offense: verbal warning with a written violation notice given to the employee;
2. Second Offense: within 120 calendar days - written warning;
3. Third Offense: within 120 calendar days - automatic one day disciplinary suspension;
4. Fourth Offense: within 120 calendar days - automatic three day disciplinary suspension;
5. Fifth Offense: within 120 calendar days, recommend discharge.

The preceding steps will be taken, but any of the steps may be deleted if circumstances and severity warrant.

### SECTION 4. MAJOR INFRACTIONS

Major rules and regulations shall be posted on the Union Bulletin Boards. The disciplinary action will be indicated. Each major infraction shall be considered on an individual and collective basis and disciplinary action will be taken based upon the severity and the number of occurrences.

### SECTION 5. USE OF PAST RECORD

In imposing discipline on a current charge, the employer will not take into account infractions which occurred more than twenty-four (24) months previous to the date of the current charge.

## **ARTICLE 9 EMPLOYEE DISCHARGE**

### **SECTION 1. DISCHARGE PROCEDURE**

The employer agrees that an employee shall not be preemptorily discharged from and after the date of this Agreement, but that, in all instances in which the employer may conclude that an employee's conduct justifies discharge, such employee shall first be suspended without pay. In cases of suspension prior to formal discharge, the Job Steward or, in his absence, the Chief Steward from the Department in which the employee worked, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than five (5) calendar days and, if the suspension is converted into a discharge, any such discharge shall not be made effective until the end of said five (5) calendar day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his/her district steward. The employer shall decide, during the aforementioned five (5) calendar day period, dependent upon the facts of the case, whether the suspension already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no disposition should have been given.

### **SECTION 2. DISCHARGE SUSTAINED**

A discharge may be grieved under the grievance and arbitration procedures starting at the Second Step thereof if the grievance is filed within ten (10) days of effective date of discharge.

### **SECTION 3.**

In the event it is decided by the employer under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension.

### **SECTION 4. RESIGNATION BEFORE DECISION**

The acceptance by the employer of the resignation of an employee discharged before final action on the part of the employer will be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation.

### **SECTION 5. INVOLUNTARY RESIGNATION**

Absence for five (5) consecutive working days without notifying the employer shall be deemed a "quit" by the employee. Exceptions may be made by the employer. Such unexcused absence shall cause forfeiture of pay and benefits for the same time period. After such absence, the employer will send to the employee's last known address, written notification that his/her employment has been terminated.

## **ARTICLE 10 OCCUPATIONAL INJURY OR DISEASE**

### **SECTION 1.**

An employee who is hospitalized or under a doctor's care, who is not able to report to work as a result of an injury or disease sustained while in the direct line of duty for the City, shall receive full pay at his/her regular rate and all fringe benefits, for a period not to exceed 26 weeks. All Workers' Compensation checks received during this period must be returned to the City as they are received by the employee. This method of payment shall be applicable to each new injury or disease.

### **SECTION 2.**

If, after the 26-week full-pay period outlined in Section 1, an employee is still unable to report to work, or if an employee exceeds the 26-week full-pay period because of a recurring injury or disease, he/she shall be placed on an extended medical leave and his/her pay shall be as prescribed by Workers' Compensation Laws.

## ARTICLE 10 OCCUPATIONAL INJURY OR DISEASE

### SECTION 3.

During the time an employee is on an extended medical leave as per Section 2, he/she shall accrue no sick, vacation or personal days, nor receive any holiday pay. He/she will receive longevity pay pro rata for the year in which extended medical leave begins and the year in which extended medical leave ends, provided the employee returns to work before November 30th of that year, and has not received longevity pay for that year.

### SECTION 4.

The length of time an employee is forced to be off work due to a compensable injury or disease shall be included in the computation of his/her length of service with the City.

### SECTION 5.

Personal Days, Holidays, and Vacation Days that he/she had earned prior to and through to the first six months of injury, will be paid to the employee prior to the end of the six month period following the injury if the employee so elects. These benefits will not be banked for more than an additional six months.

### SECTION 6.

After the initial six month period, if an employee is still eligible for work disability benefits under the Workers' Compensation Law, the employee may elect a salary payment which, with his/her work disability payment from Workers' Compensation, equals his/her regular net salary (gross income - less social security, federal and state tax, and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick time accumulation for each pay period an employee receives this additional payment.

### SECTION 7.

The City will continue payments on life and health insurance, in the manner specified in this Agreement, during an employee's full pay period, as in Section 1, and/or during an employee's extended medical leave, as in Section 2, or until said employee is entitled to: (1) complete disability pension; or (2) Medicare; and/or (3) Medicaid.

### SECTION 8.

Before an employee can return to work after a compensable injury or disease, he/she must submit to a physical examination by the City authorized medical facility/specialist, and present a doctor's certificate stating that he/she is fit to return to work.

### SECTION 9.

If there are no restrictions placed on the employee by the City authorized medical facility/specialist, the employee may return to his/her old classification or the employee may have the opportunity to bid as provided in Article 23, Section 1. The employee will be given a thirty (30) working day period in which to prove that his/her full capabilities are restored. The employee may be required to be re-examined by the City authorized medical facility/specialist if the Administration does not agree as to the employee's capabilities of performing the job assignments.

### SECTION 10.

If there are any restrictions placed on the employee by the above-mentioned doctor's certificate, and/or by the examinations of the City authorized medical facility or doctor, said employee shall be reclassified as a "restricted employee." In this classification, the employee shall receive the rate of pay and classification he/she was receiving on the date of injury. The employee will receive no increases above this rate until such time as the rate of pay and classification of the position which the employee can perform exceeds the rate being paid. Said employee shall remain as a restricted employee and be

## ARTICLE 10 OCCUPATIONAL INJURY OR DISEASE

### SECTION 10. (continued)

assigned jobs in any department where such jobs exist or can be performed until such time as all restrictions are removed by the City authorized medical facility or doctor. Upon the relinquishment of any restrictions on the employee by the Doctor, the employee will follow the procedure as outlined in Section 9 above.

### SECTION 11.

The employee, or his/her designee, shall report at least once per week to his/her Department Head regarding his/her physical condition, to assure management the opportunity to properly schedule work in its respective departments. Failure to comply with the weekly reporting requirement will result in the employee forfeiting the additional compensation from the City that makes up the difference between workers' compensation benefits and their regular pay. The employee shall notify the City at least five (5) working days before reporting back to work.

## ARTICLE 11 NON-OCCUPATIONAL INJURY OR ILLNESS

### SECTION 1.

An employee who is hospitalized or under a doctor's care, or who is not able to report to work as a result of non-occupational injury or illness, shall use all accrued personal days, earned vacation days and accumulated sick days available at the start of his/her injury or illness. He/she will then be classified as an inactive employee on extended medical leave of absence and shall accrue no vacation days, sick days, personal days, longevity, etc.

### SECTION 2.

The length of time an inactive employee is on extended medical leave of absence due to a non-occupational injury or illness shall not be included in the computation of his/her length of service with the City.

### SECTION 3.

The City shall continue to pay insurance premiums in accordance with Article 18 – Insurance Benefits for such an inactive employee for a period of twelve months, starting from the date on which all accrued sick days, personal days, vacation days and floating holidays are exhausted.

If an employee does not return within twenty-six weeks after the exhaustion of sick, vacation and personal days, he/she shall furnish to the City a certificate stating the employee's condition at the end of the twenty-six week period. The certificate must also state if the employee can be expected to return to work and perform satisfactorily within the second twenty-six week period. If the doctor's report indicates the employee will not return within the second twenty-six weeks' period, his/her employment will be terminated at the end of the first twenty-six week period. If the doctor's certificate indicates the employee will return within twenty-six weeks, the employee will be given a twenty-six week extension. The maximum length of time given to an employee will be fifty-two weeks before employment is terminated.

### SECTION 4. REPORTING

During the fifty-two week period mentioned in Section 3 above, and/or during any special leaves granted for non-occupational injury or illness, the inactive employee or designee shall report once per each week to the Human Resources Office regarding the inactive employee's physical condition to assure management the opportunity to properly schedule work.

## ARTICLE 11 NON-OCCUPATIONAL INJURY OR ILLNESS

### SECTION 5.

Before an inactive employee can return to work after a non-occupational injury or illness, the inactive employee shall have a physical examination by the treating physician and present a certificate signed by the treating physician stating that the inactive employee is physically able to return to active employee status. The City administration reserves the right to re-examine the inactive employee by the City's authorized medical facility/specialist.

The City shall have five (5) work days from receipt of the treating physician's certificate in which to schedule the return to active employee status.

### SECTION 6.

If there are no restrictions placed on the inactive employee by the treating physician's certificate, and/or the re-examination by the City authorized medical facility/specialist, required in Section 5, the inactive employee may return to the old classification. The employee will be given a thirty (30) day working period in which to prove that his/her full capabilities are restored.

If the City administration determines that the employee is not capable of performing the job assignments, the employee will be examined by an independent medical facility/specialist to determine the ability of the employee to continue working. If the employee can work with restrictions then Section 7 will apply. If, however, the employee cannot return to work then the provisions of Section 3 will continue as uninterrupted. The independent facility/specialist will be mutually agreed upon between the treating physician and the City's medical facility/specialist.

### SECTION 7.

If there are any restrictions placed on the inactive employee as a result of the physical examinations required in Sections 5 or 6, said employee shall be reclassified as a "restricted" employee. In this classification, the employee shall receive the rate of pay of the classification of which he/she can perform. Said employee shall remain as a "restricted" employee and be assigned jobs in any department where such jobs exist or can be performed until such time as all restrictions are removed by the City authorized medical facility/specialist. Upon the relinquishment of any restrictions on the employee by the City authorized medical facility/specialist, the employee will follow the procedure as outlined in Section 6 above.

## ARTICLE 12 SPECIAL LEAVES

### SECTION 1. FUNERAL

A regular employee who is absent from work to attend the funeral of his/her spouse, or the parent, step-parent, child, brother, sister, grandfather, grandmother, or grandchild of the employee or his/her spouse, shall be paid the employee's current hourly rate for the time lost from the employee's regularly scheduled work shift by reason of the employee's attendance at such funeral and/or service. Payment of this benefit shall not exceed three (3) consecutive working days, provided one day must be the day of the funeral and/or service. The City Administrator, or designee, shall extend such paid time off to a maximum of five (5) consecutive working days if the funeral is held more than 500 miles from the employee's home. An extension of the above time off benefits may be granted by the City Administrator in cases of extenuating circumstances. The City may require proof of death and relationship to the deceased.

### SECTION 2. MILITARY FUNERAL

Leave time for military funerals will be allowed as covered through Article 24, Section 7, Work Policies.

## ARTICLE 12 SPECIAL LEAVES

### SECTION 3. EXTENDED LEAVE

Extended leave may be granted only in the case of appointment or elections to Union Office or Government Service. This shall be no more than of a 24-month duration. If granted, there shall be no accrual of wages, benefits or seniority whatsoever.

### SECTION 4. OTHER LEAVE

For any leave of absence other than Section 2, or elsewhere in this Agreement, a limit of not more than thirty (30) working days may be granted. An additional thirty (30) working days may be granted upon approval of management for unexpected or mitigating circumstances.

### SECTION 5. JURY DUTY

Employees of the City, working any shift, who are required to serve on a local, state, or federal jury will be paid for such time by the City on the basis of not to exceed eight (8) hours per day for forty (40) hours per week times the individual employee's straight time hourly rate (no shift premium). To be eligible for the above payment, the employee must endorse over to the City, the pay check(s) or money which he/she receives from the court. In the event the money received by the employee is more than the amount as calculated above, the excess is to be returned to the employee. Any mileage and other expense money received by the employee on jury duty may be retained by the employee.

In addition, the City will pay an employee for any loss of time from his/her straight time hours of work when such an employee is required by a Jury Commission to be present for an interview.

### SECTION 6. MILITARY SERVICE

Any employee who has completed his/her probationary period with the City, who is called into the Armed Forces of the United States of America, shall be given two (2) weeks pay at his/her regular rate of compensation on his last day of employment.

### SECTION 7. MATERNITY LEAVE

A leave of absence for a maximum of six (6) months shall be granted for maternity purposes to female employees on the following basis:

- A. NOTIFICATION. As soon as the employee determines she is pregnant, she must notify the Human Resources Office in writing, with a statement from her physician which provides an estimate of the delivery date and an evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.
- B. COMMENCEMENT. The employee must notify the Human Resources Office, in writing, by the end of her fourth month of pregnancy, of the date she wishes to commence her leave of absence. Such notice must include a written statement from her physician attesting the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request.
- C. Such leaves shall be granted without pay, but the employee may elect to utilize her accrued sick days, vacation days, and personal days. There will be no loss of longevity and seniority during the six (6) months of maternity leave and the City will continue payments of Health and Life Insurance during said six (6) months.

## ARTICLE 12 SPECIAL LEAVES

### SECTION 7. MATERNITY LEAVE (continued)

- D. When accumulated sick leave, accrued vacation and personal days are used up, or employee elects not to use this option, the employee will be considered as an inactive employee on an extended medical leave of absence and shall accrue no vacation, sick days, personal days, etc. The City will continue payments on Life and Health Insurance for a period of six (6) months from initial date of maternity leave.
- E. **DURATION.** The leave will be granted for time required, but not to exceed (6) months. Approval for an extension will be considered upon a request which outlines the reasons therefor. The employee may return at any time during that period, provided she notifies the Human Resources Office at least thirty (30) days prior to the date she wishes to return and furnishes a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. If an employee fails to notify the Human Resources Office within thirty (30) days prior to the expiration of such leave or provides notice and fails to return within six (6) months from the date the leave commenced, or does not request an extension of leave, she shall be deemed to have resigned and the obligation to provide a position to her will cease.
- F. **RETURN FROM LEAVE.** Upon her return from leave, the employee shall have the right to displace an employee with less seniority in the same classification in the office in which she worked at the time her leave of absence was granted. Temporary or part time help may be used for the duration of the employee's maternity leave only after all employees in that department have been upgraded accordingly when qualified. Office shall be defined as follows:
- |                              |                |
|------------------------------|----------------|
| Controller                   | City Assessor  |
| Department of Public Service | City Clerk     |
| Engineering                  | City Treasurer |
| Parks and Recreation         |                |

## ARTICLE 13 UNION DUES & INITIATION FEES

### SECTION 1. MAINTENANCE OF MEMBERSHIP

Any employee who is a member in good standing of the Union at the end of thirty (30) days after the date this provision becomes effective, or who thereafter joins the Union during the term of this Agreement, shall remain a member of the Union in good standing as a condition of employment with the City. For the purpose of this section, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and initiation fees uniformly required as a condition of membership.

### SECTION 2. AUTHORIZATION FOR PAYROLL DEDUCTION FORM

During the life of this Agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following: "Authorization for Payroll Deduction of Dues" form. Employees may tender the initiation fees and monthly membership dues by signing the Authorization for Payroll Deduction of Dues form, or may pay the same directly to the Union.



## **ARTICLE 13 UNION DUES & INITIATION FEES**

### **SECTION 3. DEDUCTIONS**

Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this Agreement.

### **SECTION 4. DELIVERY OF EXECUTED AUTHORIZATION OF PAYROLL DEDUCTION FORM**

A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the employer.

### **SECTION 5. WHEN DEDUCTIONS BEGIN**

Payroll Deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

The Union will provide to the employer any additional amended or corrected Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted. An employee may voluntarily cancel or revoke the Authorization for Payroll Deduction upon thirty (30) days' written notice to the employer and the Union.

### **SECTION 6. REMITTANCE OF DUES TO FINANCIAL OFFICER**

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the twenty-fifth (25) day of the month. The employer shall furnish the designated financial officer of the Local, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues forms but for whom no deductions have been made.

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and Bylaws, refund to the employee will be made by the Local Union.

The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of any sum other than that constituting actual deductions made from wages earned by employees.

### **SECTION 7. LIMIT OF EMPLOYER'S LIABILITY**

The employer shall not be liable to the Union by reason of requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this Article.

## ARTICLE 13 UNION DUES & INITIATION FEES

### SECTION 8. AGENCY SHOP

Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues; provided, however, that all part-time and/or temporary employees not considered members of the City's Classified Service (full-time) shall not be required to pay any service charge, and the same shall be expressly waived by the Union.

## ARTICLE 14 VACATIONS

### SECTION 1.

A new employee on his/her first anniversary date will be entitled to his/her first year vacation allowance of ten (10) working days. This must have approval of the Department Head and must be taken before the next March 1st. All employees beginning their second (2) year through fifth (5) year of continuous employment prior to March 1st of any given year shall be entitled to ten (10) working days of paid vacation at their regular hourly or weekly rate of pay. All employees beginning their sixth (6) year through tenth (10) year of continuous employment prior to March 1st of any given year shall be entitled to fifteen (15) working days paid vacation at their regular hourly or weekly rate of pay.

### SECTION 2.

All employees beginning their eleventh (11) year of continuous employment prior to March 1st of any given year shall be granted one and one-half (1-1/2) additional vacation days for each year of service over ten (10) years for a maximum of thirty (30) days vacation.

### SECTION 3.

Employees shall be permitted to choose either a split or entire vacation. A vacation week must coincide with the regular work week as stated in Article 25. All requests must be complete work weeks except the employee may retain no more than five (5) days' vacation that may be split or used individually with approval of the Department Head.

Exceptions to this scheduling may be made with the prior approval of the Department Head in those areas with a seven day operation.

### SECTION 4.

All vacations must be taken within the period (March 1 to March 1) and vacation allowance cannot be accumulated or extended into the next period.

### SECTION 5.

All vacation schedules shall be prepared by February 1 and scheduling must be completed by March 1. Selection of vacation periods shall be on a departmental seniority basis.

### SECTION 6.

All vacation schedules must be approved by Department Heads and changes cannot be made without their prior approval.

### SECTION 7.

In the case of the death of the employee, all unused earned vacation shall be paid to the surviving spouse or the estate.

## **ARTICLE 14 VACATIONS**

### SECTION 8.

Subject to the other provisions of this Article, an employee may roll all unused, earned vacation time into their Final Average Compensation (FAC) for purposes of calculating pension benefit.

## **ARTICLE 15 SICK LEAVE BENEFITS & REGULATIONS** (Also Refer to Article 19, Personal Days)

### SECTION 1. USE OF SICK TIME

- A. All employees shall be entitled to fifteen (15) working days of sick leave per year. All employees who are off due to sickness five (5) or more days without presenting a doctor's certificate shall present a doctor's certificate to their Department Head on their return to work at the request of the Department Head. If the employee presents a doctor's certificate for any of those five (5) days, the days that are so certified will not be counted in the computation for the mandatory doctor's certificate.

Effective July 1, 2000, this sub-section A is no longer applicable.

- B. Effective July 1, 2000, all employees shall be entitled to fifteen (15) working days of sick leave per year. Sick leave may be utilized for illness or injury for the employee and members of their immediate family. Immediate family is defined as spouse, children and parents of the employee. Usage of family sick leave is treated the same as personal sick leave and is subject to the same doctor's certification requirements. All unexcused usage of sick time counts towards the calculation of bonus personal days, consistent with the provisions of Article 19, Personal Days. All excused usage of sick time, including approved time off under the Family and Medical Leave Act, will not count towards the calculation of bonus personal days.

All employees who use five (5) or more sick days without presenting a doctor's certificate shall present a doctor's certificate to their Department Head on their return to work at the request of the Department Head. If the employee presents a doctor's certificate for any of those five (5) days, the days that are so certified will not be counted in the computation for the mandatory doctor's certificate.

### SECTION 2.

Employees hired prior to December 10, 1973, shall carry forward on March 1 of each year all unused credits with unlimited accumulation. Upon departure from City employment, these employees shall receive compensation in the sum equivalent to one-half (1/2) of their accumulated sick leave credits at their prevailing hourly rate.

### SECTION 3.

Employees hired after December 10, 1973, shall carry forward on March 1 of each year all unused credits with unlimited accumulation. Upon departure from City employment, these employees shall receive compensation in the sum equivalent to one-half (1/2) of their accumulated sick leave credits up to 150 days at their prevailing hourly rate. Surrender value is not to exceed a maximum of 50 percent of 150 days.

## ARTICLE 15 SICK LEAVE BENEFITS & REGULATIONS

### SECTION 3. (continued)

Effective March 1, 1998, any employee whose accumulated sick bank exceeds 1,800 hours shall have the option of receiving or deferring a premium payment for the total agreed in Section 2 or Section 3 of this Article, as applicable. If the employee chooses this premium payment, the premium payment will be limited to a lifetime total of one-half (1/2) of one-hundred fifty (150) days (600 hours based on an 8 hour day, or 562.5 hours based on a 7.5 hour day). The employee will be required to exercise their selection by March 15th of the year in which the 1,800 hour sick bank minimum is reached. Premium payments will be made after July 1 each year. The premium payments will be made in increments of one-half (1/2) of thirty (30) days annually, on or before August 15. The remaining days will be carried forward as per Section 1 of the Article, without monetary compensation at retirement, except for those employees subject to Section 2 above. This sick leave premium payment will not be included as annual compensation for purposes of pension, nor is it to be included in the computation of the base hourly rate.

### SECTION 4.

In case of an employee's death, sick leave benefits shall be paid to the employee's heirs at 65% of accumulated sick time in accordance with Sections 2 and 3.

### SECTION 5. ABUSE OF SICK TIME

The Union recognizes the importance and necessity of attendance to the City. If the City has reason to believe that sick leave is being abused or misused, it shall be investigated by the appropriate City representative. The results of such investigation shall be reported to the City Administrator. If the employee presents obstacles to the investigation, he/she shall not be paid for the sick day or days.

If the City Administrator finds that an employee is abusing or misusing sick leave, such an employee shall be subject to the disciplinary procedures.

## ARTICLE 16 HOLIDAYS

### SECTION 1.

All employees shall be paid for the following holidays:

New Year's Day	Thanksgiving Day
President's Day (formerly Washington's Birthday)	The day following Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4 <sup>th</sup>	Christmas Day
Labor Day	New Year's Eve Day
Veteran's "Armistice" Day	Two (2) Floating Holidays

Floating holidays will be by his/her choice; the employee must notify management one (1) week in advance and receive approval from the Department Head. New employees will not be credited with floating holidays until they have completed their probationary period.

## ARTICLE 16 HOLIDAYS

### SECTION 2. EMPLOYEES ON A MONDAY THROUGH FRIDAY WORK SCHEDULE (OTHER THAN WASTE WATER TREATMENT PLANT)

- A. When a holiday (other than a floating holiday) falls on a Saturday, an employee shall receive a 6th day's pay at his/her regular rate when the Saturday holiday is not worked; when the Saturday holiday is worked, overtime provisions shall also apply.
- B. When a holiday (other than a floating holiday) falls on a Sunday, an employee shall have Monday recognized as the holiday.
- C. When two holidays (other than floating holidays) fall consecutively on Sunday/Monday, an employee shall have Monday/Tuesday recognized as the holidays.
- D. Double time shall be paid for hours worked by an employee on a holiday (other than floating holidays).

### SECTION 3. EMPLOYEES ON A WORK SCHEDULE OTHER THAN MONDAY THROUGH FRIDAY

- A. For employees in the Wastewater Treatment Plant the legal holiday shall prevail for purposes of determining the day for which holiday pay purposes apply.
- B. For employees in Parks and Facilities Maintenance, winter and summer work schedule changes are acknowledged for application of holiday pay provisions. Employees scheduled to work ten hour days will be paid for a holiday at the rate of eight (8) hours, unless the holiday is a scheduled work day at which time they will be paid for ten (10) hours.
- C. If any shift is to be operated with fewer than the number of regularly scheduled employees, the option to work or not may be determined according to agreed upon departmental work policies.
- D. An employee refusing to work his/her regularly scheduled shift on a holiday shall lose holiday pay; an employee reporting sick shall receive only holiday pay and shall neither be charged nor paid sick leave hours.
- E. Employees whose scheduled work week includes a holiday, other than a floating holiday, will be paid time and one-half for the first eight (8) hours worked on an eight hour schedule, or for the first ten (10) hours worked on a ten hour schedule.
- F. When a holiday falls on an employee's scheduled day off, he/she shall receive eight (8) hours' holiday pay at his/her regular hourly rate.

## ARTICLE 17 LONGEVITY PAY

Effective July 1, 1999, all employees with five (5) years of continuous employment with the City shall receive three hundred dollars (\$300.00). For each year of employment thereafter, he/she shall receive an additional thirty-five dollars (\$35.00) with no cap on the maximum longevity payment.

Payments shall be based upon the number of years completed as of November 30 of any given year. Longevity pay is payable between November 1st and November 15th of any given year.

## ARTICLE 18 INSURANCE BENEFITS

### SECTION 1.

The City shall provide for its employees and pay the full family cost of present coverage or the equivalent coverage with another company (BC/BS with riders D45M, Master Medical, MVF1 with \$5.00 Deductible Drug Prescription, RM Rider, ML rider, OB rider, FAE rider, VST, and Reciprocity Rider). The City will also pay the full cost of the Family Continuation Rider. All increases are to be paid for by the City.

The City will issue a notice at the time of the re-opening period each year. At the request of the Union, the City will provide information on the policy options and changes that may apply to the employees.

Employees who are eligible to be covered by health insurance through their spouse's employer, or elsewhere, may elect to drop the City's coverage and receive a deferred cash benefit of \$100.00 monthly, which will be paid in cash or deposited in a deferred income account in the name of the employee. If such an election is made and the employee's eligibility for the alternative coverage ceases, the employee may immediately re-enroll into the City's health insurance plan then available. This program is referred to as the City of Trenton Premium Conversion Plan. Amounts received by participants in this plan are not included as compensation for pension purposes.

### SECTION 2.

The City will pay the full cost of retirees' health insurance, including spouse, and continuing for dependent children up to the end of the year they attain the age of nineteen, or continuing thereafter for physically or mentally handicapped dependent children. (BC/BS with riders D45M, Master Medical, MVF1 with \$5.00 Deductible Drug Prescription, RM Rider, ML rider, and FAE rider, VST, and Reciprocity rider, or the equivalent coverage with another company). All increases to be paid for by the City.

Effective for employees hired after August 19, 1996, the City will pay the cost of the employee's retirement health insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility (as per Section 2 above), as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of eighty (80) years, of which a minimum of fifteen (15) years is service with the City of Trenton, the City's obligation to provide for health insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will continue upon the death of the retiree for the spouse, until death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree is eligible for equivalent health insurance benefits from other employment after retirement from the City. The suspended coverage will be reinstated upon notification by the retiree that coverage from other employment is no longer available. The City's obligation for the cost of this benefit will be suspended if the retiree's spouse is eligible for equivalent health insurance benefits from other employment or through the retiree's other employment after retirement from the City. The suspended coverage will be reinstated upon notification that coverage from other employment is no longer available. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

## ARTICLE 18 INSURANCE BENEFITS

### SECTION 3. DENTAL

- A. The City will provide and pay the cost of a full family dental insurance program as set forth in the insurance policy covering all maintenance procedures to eighty percent (80%) of reasonable and customary fees.
- B. Benefits will be provided at fifty percent (50%) for restorative work subject to a Fifty-Dollar (\$50.00) calendar year deductible per individual with a maximum of One Hundred Fifty Dollars (\$150.00) per family. The City will provide benefits for orthodontia, subject to a Fifty Dollar (\$50.00) deductible with benefits of Seven Hundred Fifty-Dollars (\$750.00). Effective July 1, 1996, the lifetime cap on benefits is increased to One Thousand Dollars (\$1,000.00).
- C. The City will provide retirees who retire after ratification of this contract with dental benefits as above until they reach age 65.

Effective for employees hired after August 19, 1996, the City will pay the cost of the employee's retirement dental insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon dental insurance program eligibility, as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of eighty (80) years, of which a minimum of fifteen (15) years is service with the City of Trenton, the City's obligation to provide for dental insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will be terminated at the first of the month following the employee's 65th birthday, regardless of the age of the spouse. The City's obligation for the cost of this benefit will be suspended if the retiree is eligible for equivalent dental insurance benefits from other employment after retirement from the City. The suspended coverage will be reinstated upon notification by the retiree that coverage from other employment is no longer available. The City's obligation for the cost of this benefit will be suspended if the retiree's spouse is eligible for equivalent dental insurance benefits from other employment or through the retiree's other employment after retirement from the City. The suspended coverage will be reinstated upon notification that coverage from other employment is no longer available. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

### SECTION 4. OPTICAL

- A. The City will provide the cost of the full family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.

The City will provide retirees who retire after ratification of this contract with optical benefits as above until they reach age 65.

## ARTICLE 18 INSURANCE BENEFITS

### SECTION 4. OPTICAL (continued)

- B. Effective for employees hired after August 19, 1996, the City will pay the cost of the employee's retirement optical insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon optical insurance program eligibility, as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of eighty (80) years, of which a minimum of fifteen (15) years is service with the City of Trenton, the City's obligation to provide for optical insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will be terminated at the first of the month following the employee's 65th birthday, regardless of the age of the spouse. The City's obligation for the cost of this benefit will be suspended if the retiree is eligible for equivalent optical insurance benefits from other employment after retirement from the City. The suspended coverage will be reinstated upon notification by the retiree that coverage from other employment is no longer available. The City's obligation for the cost of this benefit will be suspended if the retiree's spouse is eligible for equivalent optical insurance benefits from other employment or through the retiree's other employment after retirement from the City. The suspended coverage will be reinstated upon notification that coverage from other employment is no longer available. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

### SECTION 5.

The City will provide and pay the full cost of a Group Life Insurance Policy plus Accidental Death and Dismemberment at one times the employee's annual base wage in accordance with Article 30, Wages.

The employee may elect to double the amount of life insurance at the employee's expense. This election will be available subject to the provisions of the insurance company.

### SECTION 6.

The City will provide a \$1,000.00 Life Insurance Policy for all retirees retired prior to July 1, 1981. All employees retiring after July 1, 1981, will be provided with a \$4,000.00 Life Insurance Policy. The full cost of these to be paid for by the City.

The City will provide a \$2,000.00 Life Insurance Policy for all retirees retired prior to July 1, 1981 effective not later than July 1, 1993. All employees retiring after July 1, 1981, will be provided with a \$4,000.00 Life Insurance Policy. The full cost of these to be paid for by the City.

### SECTION 7.

The effective date of all new insurance and policy changes shall be the next eligible enrollment date after the ratification of this contract by the Union and the City unless otherwise specified.

### SECTION 8. FUNERAL BENEFITS

Effective July 1, 1999, funeral expenses to the extent of Five Thousand Dollars (\$5,000.00) will be paid by the City of Trenton for any employee killed while on the job or in the line of duty, or as a direct result of an injury or illness received on the job or in the line of duty.



## **ARTICLE 18 INSURANCE BENEFITS**

### SECTION 9.

The City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same health, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for the respective insurance coverage elsewhere.

### SECTION 10. HEALTH CARE COST CONTAINMENT

- A. The City and Union recognize the mutual benefit to be achieved from health care cost containment.
- B. It is mutually agreed that discussions concerning health care cost containment and issues involving employee health will continue outside of the contract negotiation setting.
- C. These discussions will include:
  - 1. Health Care Cost Containment
  - 2. Health Related Issues:
    - a. family health issues
    - b. substance abuse (drug & alcohol)
    - c. weight and exercise
    - d. other health related issues
- D. Any issue that will impact previously negotiated contract provisions will be subject to mutual agreement and ratification by both parties.
- E. A committee will be established consisting of two Union members and two Management members.
- F. In the case of employee assistance programs, any programs instituted will be voluntary and employee confidentiality will be maintained.

## **ARTICLE 19 PERSONAL DAYS**

(Also Refer to Article 15, Sick Leave Benefits & Regulations)

### SECTION 1. BONUS PERSONAL DAYS CONNECTED TO SICK LEAVE

All employees not using more than five (5) sick days per year, or in the case of ten (10) hour shifts four (4) sick days per year, shall have three (3) Personal Business Days on the following July 1. An illness or injury, excluding parturition, consisting of five (5) or more consecutive work days (July 1 through June 30), or in the case of ten (10) hour shifts, four (4) or more consecutive work days (July 1 through June 30), verified by a doctor's certificate, shall be excluded from the computation of the 5/4 sick days. Effective July 1, 2000, this paragraph is no longer applicable.

## **ARTICLE 19 PERSONAL DAYS**

### SECTION 1. BONUS PERSONAL DAYS CONNECTED TO SICK LEAVE (continued)

Effective July 1, 2000, all employees not using more than five (5) unexcused sick days per year (including sick leave for family), shall receive two (2) Personal Business Days on the following July 1. For employees who work ten (10) hour shifts, those not using more than four (4) unexcused sick days per year (including sick leave for family), shall receive two (2) Personal Business Days on the following July 1. All illness and injury verified by a doctor's certificate, including approved time off under the Family and Medical Leave Act, shall be excluded from the computation towards bonus personal days.

### SECTION 2. PERSONAL DAYS NOT CONNECTED TO SICK LEAVE

Effective July 1, 1993, all employees covered under this contract will receive two (2) additional Personal Days not connected to sick days. Effective July 1, 2000, this paragraph is no longer applicable.

Effective July 1, 2000, all employees covered under this contract will receive three (3) Personal Days not connected to sick days.

### SECTION 3.

Personal Days are subject to approval of the department head or designee. Personal Days must be used within the July 1 to June 30 period in which they are credited. Personal Days are prorated at date of hire and separation.

## **ARTICLE 20 UNIFORM ALLOWANCE**

### SECTION 1.

The City shall provide one clean uniform per workday for each full time employee, excluding clerical. Employees issued uniforms are required to wear the complete uniform as issued. Failure to wear issued uniforms may result in progressive disciplinary action, consistent with departmental work policies. The City is willing to discuss problems arising regarding uniforms.

### SECTION 2. WEATHER GEAR

Weather gear that the department head, subject to the approval of the City Administration, deems appropriate will be provided by the City to the employee when warranted for use on the job. Disagreements involving weather gear will be discussed with the City Administration, and the final determination to provide and the type to be provided shall be vested exclusively with the City Administration. The weather gear provided will be in good condition, and when not in use be kept by the employee in his/her locker, unless permission is received from the Department Head to allow the employee to take the weather gear home.

Replacement of provided weather gear will require the employee to submit a request for replacement to the Supervisor or Department Head along with the item in need of replacement. If replacement is deemed necessary, the item will be appropriately replaced.

A new employee will not be issued weather gear until after the completion of the probationary period unless deemed necessary by the Department Head.

Weather gear that is lost, through negligence or deliberately damaged will require replacement by the employee. The cost of such replacement will be deducted from the employee's next payroll check.

## **ARTICLE 20 UNIFORM ALLOWANCE**

### SECTION 2. WEATHER GEAR (continued)

All weather gear issued to an employee must be returned, in good condition, upon termination of employment for any reason. The cost of items not returned in good condition will be deducted from the final payroll check.

The Department Head will, at least once each year, require an inspection of weather gear.

## **ARTICLE 21 PENSION BENEFITS**

### SECTION 1.

All employees shall be covered by Michigan Municipal Employees Retirement System (MMERS). The City agrees during this contract to perpetuate its participation in C-1 plan as offered by the MMERS, subject to the following changes;

### SECTION 2.

Effective July 1, 1985, the City agrees to perpetuate its participation in the plans E-2, B-1, C-2 and retirement at age fifty-five (55) with fifteen (15) years service (F-55) without reductions of benefits as offered by MMERS, subject to the following changes;

### SECTION 3.

Effective January 1, 1989, the City agrees to the retirement benefit at age fifty (50) with twenty-five (25) years service without reduction of benefits as offered by MMERS (Rider F-50).

### SECTION 4.

The City agrees to retirement Benefit Program FAC-3: Final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3.

### SECTION 5.

The City agrees to retirement Benefit Program B-3: 2.25% of member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.

### SECTION 6.

Effective July 1, 1996, all new employees hired on or after this date will not be eligible for any of the above provisions. Employees hired after July 1, 1996, will be required to enter a defined contribution retirement system. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee will be required to contribute a mandatory six percent (6%) of the employee's base wage, excluding overtime or any other special payments. The City will contribute an amount equal to the employee's contribution of six percent (6%) of the employee's base wage, excluding overtime or any other special payments.

In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

The portion of the contributions made by the City will not transfer to the employee's account until the employee has completed five (5) years of service with the City of Trenton.

## **ARTICLE 21 PENSION BENEFITS**

### SECTION 6. (continued)

If the existing MERS pension program is changed to allow inclusion of employees in a defined contribution program, or to permit covered employees a one time irrevocable option to join a defined contribution program, each employee will have the right to convert from the existing defined contribution program.

## **ARTICLE 22 SENIORITY**

### SECTION 1. PROBATIONARY EMPLOYEES

New employees hired in the unit working toward a regular or permanent classification shall be considered probationary employees for the first (6) months of employment. In the event of a duty related injury, the probationary period will be extended to reflect a full six (6) months of service. When an employee finishes the probationary period, he/she shall be entered on the seniority list for seniority from the date of employment. There shall be no seniority among probationary employees. The employer may dismiss or terminate a probationary employee without recourse to the grievance procedure or other disciplinary review procedures provided in this Agreement. Before a probationary employee is terminated or has their probationary period extended, the City shall meet with the employee to discuss the reasons surrounding their termination or extension of probationary period. A Union representative will be allowed to attend said meeting if so requested by the employee.

### SECTION 2.

Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

### SECTION 3. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.

### SECTION 4. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, the three (3) additional Executive Committee Members, Financial Secretary, Recording Secretary and Chief Steward of the Local Union shall, in the event of a layoff continue to work at all times when one or more department or fractions thereof are at work, provided they can perform any of the work available.

### SECTION 5. POSITION ABOLISHED

An employee whose position is abolished shall be entitled to the classification for which his/her seniority and ability warrants. Before any position is abolished, the City will advise the Union Committee of its intent to do this and the reasons therefor.

### SECTION 6. LAYOFFS & RECALLS

In case of layoffs, seniority shall be on a departmental seniority basis as listed here:

- Department of Public Service (also includes Sanitation, Water Service, Sewer & Cemetery)
- Wastewater Treatment Plant
- Parks and Facilities Maintenance
- Motor Vehicle Pool
- Clerical

## ARTICLE 22 SENIORITY

### SECTION 6. LAYOFFS & RECALLS (continued)

Employees laid off shall be entitled to work in another classification in which their union seniority and ability warrant. The employee shall have up to a thirty (30) working day time period in which to qualify. Employees who have not qualified at the end of the thirty (30) working day trial period will be placed on the recall list in the position their union seniority warrants.

Before any lay-offs occur within a department part-time, seasonal and/or temporary employees in that department will be laid off.

The recall of laid-off employees shall be by union seniority, ability and physical capability. When a recall occurs, the City shall notify the employee at the top of the recall list by certified mail of the position to be recalled. Employees shall have five (5) days in which to notify the City of their decision. Employees who turn down a recalled position shall maintain their place on the recall list. The burden shall be on the employee as to notification where they can be reached for recall.

Recalled employees shall have up to a thirty (30) working day time period in which to qualify. Employees who do not qualify at the end of the trial period shall return to the recall list in the position their union seniority warrants.

### SECTION 7.

An updated seniority list shall be furnished to the Union by the City after the completion of each employee transfer from one department to another department (generally six weeks after the last transfer). A new seniority list will be furnished to the Union by the City once each year in the month of July. Any employee with the same seniority date shall be considered in the order they reported for their first (1st) day of work for any situation bringing about the need for determination by seniority.

### SECTION 8. LOSS OF SENIORITY

An employee shall lose his/her seniority standing upon voluntary resignation or disciplinary separation from employment with the City.

### SECTION 9. MILITARY SERVICE

The length of an employee's service with the Armed Forces in the United States during a national emergency or enforced military training shall be included in the computation of his/her length of service with the City to determine his/her status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose his/her seniority status, but upon termination of such service, he/she shall be re-employed by the City to the position he/she held when he/she left, or to any higher position he/she could have attained had he/she been working; provided he/she has been honorably discharged from service and reports for work within ninety (90) days after discharge. When an employee is required to report for any reserve training, the City shall make up any difference in base pay for a period of fifteen (15) working days in any calendar year.

## ARTICLE 23 VACANCIES & BIDDING PROCEDURES

### SECTION 1. POSTING VACANCIES

A department head shall have five (5) working days (excluding Saturdays, Sundays, and Holidays) after a position has been vacated in which to post a notice of the open position which becomes vacant or to notify the Union that the position is to be abolished. An employee who is on vacation, sick leave, restricted duty or off work for any other permissible reason shall have a period of three (3) working days (excluding Saturdays, Sundays, and Holidays) after his/her return to work in which to exercise his/her bidding rights on a position which was posted during his/her absence. In no case shall such bidding rights be extended more than one (1) year following the date of posting. The job shall first be posted in the department in which the vacancy exists. If not filled by a competent qualified member of that department, it shall be posted to the City employees covered by this Agreement.

### SECTION 2. BIDDING

Bidding is defined as the procedure by which an employee may request a change to a posted vacancy in a different classification within a department or from one department to another (See Article 30, Wages).

The following departments are established for bidding purposes only:

- Motor Vehicle Pool
- Parks and Facilities Maintenance
- Wastewater Treatment Plant
- Solid Waste Treatment (Transfer Station operation & maintenance)
- Water Service
- Department of Public Service
- Clerical
  - Clerical Sub-Departments
  - A. Controller
  - B. Department of Public Service
  - C. Engineering
  - D. Parks & Recreation
  - E. City Assessor
  - F. City Clerk
  - G. City Treasurer

### SECTION 3. TRIAL PERIOD

An employee who applies for a vacant position shall have a thirty (30) calendar day trial period. Any employee who, prior to the completion of the thirty (30) calendar day trial period, decides to return to his/her former classification shall do so with no loss of department seniority. Upon completion of the thirty (30) calendar day trial period, he/she shall acquire equity in the new position.

### SECTION 4. QUALIFYING

Whether or not an employee is qualified for a job will be decided by the department head and the Union Committee. If agreement is not reached, the City will obtain a knowledgeable independent third party to decide and the third party's decision will be final.

### SECTION 5.

Employees bidding into the Wastewater Treatment Plant or the Motor Vehicle Pool are precluded from bidding out of those respective departments for a period of eighteen (18) months from the bid award date. A new hire will be precluded from bidding out of those respective departments for a period of eighteen (18) months after completion of the probationary period.

## ARTICLE 24 GENERAL

### SECTION 1. BULLETIN BOARDS

The City will furnish in each department a Union bulletin board to be used by the employees and Department Heads to post Union notices and information pertaining to their department. These bulletin boards or anything posted thereon will not be disturbed by an official of the City Government, with the President of the Union responsible for the content thereof. The Union Board for all clerical employees will be located in the Employees' Lounge at City Hall.

### SECTION 2. TRAINING

Any employee required by the City to attend school shall be compensated for all expenses incurred such as parking fees, meals, mileage, tuition, books, etc. The City will take reasonable measures to post notification on Union bulletin boards for classes, schools, and seminars that relate to licensing, on-the-job training, and operations.

### SECTION 3. WORK ASSIGNMENT

An employee may be assigned work other than his regular classified work as long as said employee is not replaced on his job by an employee or employees for more than four (4) hours.

### SECTION 4.

Employees will comply with notices posted by Supervision on the Department Operations Bulletin Board which pertain to operations and regulations.

### SECTION 5. LOST TIME

An employee reporting for work who is sent home through no fault of his/her own shall be paid for four (4) hours work at his/her regular hourly rate, but must remain available for work for a four (4) hour period. Employees who lose time through no fault of their own during any one week shall be allowed to make up such time on their first scheduled day off.

### SECTION 6. TIME CLOCK

Employees failing to punch in or out on the time clock can be docked fifteen (15) minutes after having received one (1) warning.

### SECTION 7. WORK POLICIES

Departmental work policies must follow the provisions of the contract between the City of Trenton and Local #292.

Departmental work policies shall be established in an agreed-upon arrangement between the Union Executive Committee and departmental administrative personnel subject to review and approval by the City Administrative Offices. Departmental work policies shall be in writing and are subject to review by any of the three bodies at any time. Such review shall not be considered a reopening of the Contract nor an amendment to the Contract.

### SECTION 8. TESTING

The City shall allow employees time off with pay, including afternoons and midnights, in order to take tests for licenses, excluding renewals. Documentation of the results and attendance must be furnished to the respective Department Head.

## ARTICLE 24 GENERAL

### SECTION 9. SHOES

The City shall reimburse those employees required to wear steel toe safety shoes Fifty Dollars (\$50.00) per budget year.

Effective July 1, 2000, the City shall reimburse those employees required to wear ANSI Z41 approved safety shoes or boots seventy-five dollars (\$75.00) per budget year.

### SECTION 10. HEALTH SCREENING

The City shall provide health screening as may be required by state or federal regulation.

## ARTICLE 25 HOURS

### SECTION 1. WORK WEEK

The established work week for all Union employees shall start at 12:01 A.M. each Monday and end at midnight the following Sunday. Starting time shall be the beginning of each scheduled shift.

### SECTION 2. WORK SCHEDULES

- A. The regular work schedule shall consist of five (5) eight (8) hour days (forty (40) hours per week) with a maximum of eight (8) consecutive hours in any one day. Clerical worker schedule shall consist of five (5) seven and one-half (7-1/2) hour days per week or thirty-seven and one-half (37-1/2) hours per week. Parks and Recreation maintenance work schedules shall consist of four (4) ten (10) hour days (forty (40) hours per week).
- B. Normal starting time shall be 7:00 a.m.
- C. Work schedules are management responsibilities. Shift assignments shall be determined between Management and Union.
- D. Wastewater Treatment Plant.  
Work schedules will be posted January 1 and awarded no later than February 1 of each year. The work schedules will be awarded based upon departmental seniority and become effective March 1 of each year.

### SECTION 3. PARKS AND FACILITIES

- A. Employees will be paid for their Personal Days and Floating Holidays at the rate of ten (10) hours.
- B. Sick time and vacation time will be converted into hours and hours will be taken. Sick time and vacation time are computed on the basis of an eight-hour day and subsequently converted into hours.

### SECTION 4. SUNDAYS

All employees whose scheduled work week includes a Sunday will be paid time and one-quarter for the first eight (8) hours worked on an eight hour schedule, or the first ten (10) hours worked on a ten hour schedule.



## ARTICLE 25 HOURS

### SECTION 5. SHIFT CHANGES

Employees shall be paid at time and one-half their regular hourly rate on the first day of a scheduled shift change or a scheduled work-week change initiated by the City; employees shall receive no additional compensation if the change in shift or in a scheduled work week results from bidding or from an employee's request.

## ARTICLE 26 OVERTIME

### SECTION 1.

Unless addressed elsewhere in this Agreement under provisions for overtime hours, rates, procedures, definitions and entitlements relating to specific situations, the following shall apply:

- A. Employees refusing to work overtime hours will be charged on the board with such refused overtime hours except when not available or when excused from work based upon department work policies or this Agreement.
- B. The overtime list will incorporate actual overtime worked plus refused overtime hours in the same manner as if the employee had worked the refused overtime hours.
- C. Overtime hours including holiday overtime are to be charged on the board as actual hours paid over the employee's regularly scheduled work week.
- D. Time and one-half shall be paid for actual time worked in excess of the regularly scheduled work day or in excess of a regularly scheduled work week.
- E. An employee shall be paid double time for Sunday hours worked when Sundays are not included in his/her regularly scheduled work week. When an employee is scheduled to work on Sunday as part of his/her regular work week, his/her double-time day shall be his/her last scheduled off day that week. Employees must have qualified for payment for a regularly scheduled work week to be eligible for overtime compensation.
- F. An employee's eligibility for overtime shall be based upon the work policies of his/her department.
- G. Overtime worked beyond an employee's regular shift shall be treated as an extension of that shift and the hourly rate shall be based upon that shift rate.
- H. An employee called in to work after his/her regularly scheduled work period shall be compensated for four (4) hours or for actual hours worked, whichever is greater.

### SECTION 2. FATIGUE TIME

The City and Union agree to develop a fatigue time policy with the specific parameters and application of said policy detailed in the Department of Public Service Work Policies.

## ARTICLE 27 PREMIUM PAYMENTS

### SECTION 1. SHIFT PREMIUM

Those employees who are scheduled to work a split shift shall be paid the shift premium applicable to the actual hours worked on each shift. Split shift, in this Contract, shall mean working in two different premium periods.

The afternoon shift will begin with those shifts starting after 3:00 p.m. The midnight shift premium will begin with those shifts starting after 11:00 p.m.

	<u>Afternoon shift</u>	<u>Midnight shift</u>
Effective July 1, 2000	\$0.36/hour	\$0.47/hour
	\$0.40/hour	\$0.50/hour

### SECTION 2. LICENSE PREMIUMS

- A. Any classified operational hourly employee in the Wastewater Treatment Plant who holds in good standing a certificate issued by the State of Michigan for the operation of sewage treatment works will be compensated in addition to his/her rate of pay and shift premium the following amount:

<u>LICENSE</u>	<u>PREMIUM PER COMPENSATED HOUR</u>	
	<u>July 1, 1999</u>	<u>July 1, 2000</u>
Classification D	\$ 0.25	\$ 0.30
Classification C	0.35	0.40
Classification B	0.45	0.50

- B. Effective July 1, 2000, employees classified as a mechanic in the Motor Vehicle Pool are required to hold and maintain at least one of the following licenses or certifications:
1. General Automobile Mechanic, National Institute for Automotive Service Excellence
  2. General Heavy-Duty Truck Mechanic, National Institute for Automotive Service Excellence
  3. Master Automobile Mechanic, State of Michigan
  4. Master Heavy-Duty Truck Mechanic, State of Michigan

In recognition of this new requirement to hold and maintain at least one of the above licenses or certifications, the base rate of pay for a mechanic is increased by \$0.50 per hour effective July 1, 2000. The base rate of pay for a mechanic will thereafter remain \$0.50 per hour above the base rate of pay for the comparable maintenance rank. If a mechanic holds and maintains a dual certification or license (i.e., endorsements for both automobile and heavy-duty truck), they shall receive a license premium of \$0.50 per compensated hour in addition to their rate of pay as a mechanic.

Any employee classified as a mechanic on the date of ratification for this contract is required to hold and maintain at least one of the above licenses or certifications in order to continue to be compensated as a mechanic. Effective July 1, 2000, a current mechanic who does not possess at least one of the above licenses or certifications may continue to be employed in the Motor Pool. Any such employee will continue to be classified as a Senior Mechanic, but will receive no classification premium.

## ARTICLE 27 PREMIUM PAYMENTS

### SECTION 2. LICENSE PREMIUMS

B. (continued)

Effective July 1, 1999, any employee who becomes a mechanic after this date is required to maintain at least one of the above licenses or certifications as a condition of continued employment. If a mechanic who becomes employed after July 1, 1999, loses their license or certification due to expiration or any other reason, they may be terminated from employment upon exhaustion of six (6) months without such licensure or certification.

### SECTION 3.

Employees in the Department of Public Service, Parks and Facilities, or Wastewater Treatment Plant who have water distribution licenses, commercial pesticide applicator certificates or licenses, or work as a "Laboratory Analyst" will be compensated in addition to their rate of pay and shift premium for hours worked in the performance of duties requiring said certificates, license or specialized training a premium payment of \$0.45 per hour.

Effective July 1, 2000, employees in the Department of Public Service, Parks and Facilities, or Wastewater Treatment Plant who have water distribution licenses, commercial pesticide applicator certificates or licenses, or work as a "Laboratory Analyst" will be compensated in addition to their rate of pay and shift premium for hours worked in the performance of duties requiring said certificates, license or specialized training a premium payment of \$0.50 per hour.

### SECTION 4. "IN THE HOLE"/ PERMIT REQUIRED CONFINED SPACE ENTRY PREMIUM

Effective July 1, 1987, "in-the-hole" pay is for the benefit of D.P.S. employees only. "In-the-hole" pay is for underground utility line breaks and underground sewer work only. "In-the-hole" pay is to be paid to the employees actually performing the work underground. The Supervisor shall determine the number of hours eligible for "in-the-hole" pay. The rate of "in-the-hole" pay will be \$.15 per hour in the addition to the employee's current hourly rate.

Effective with the execution of this contract, all AFSCME Local 292 employees become eligible to receive this premium payment. In addition, effective with the execution of this contract any employee who performs work in a permit required confined space shall receive a premium payment of twenty cents (\$.20) per hour in addition to the employee's regular rate of pay. This premium payment shall also be paid to any employee who performs work "in the hole" for underground utility line breaks and underground sewer work only. Payment of this premium is applicable only to those employees who actually perform work "in the hole" or in the permit required confined space. The supervisor shall determine the number of hours eligible for this premium payment.

## ARTICLE 28 CLASSIFICATIONS

(Also Refer to Article 31 - Wastewater Treatment Plant)

### SECTION 1.

A maintenance crew may vary in size depending on type of the maintenance job to be performed. The number of maintenance crews may vary, being dependent upon the number of specific jobs to be performed. Supervision has the responsibility for both the number and the size of the crews. The Joint Safety Committee may review and submit to the Department Head their suggested size of crews.

### SECTION 2.

The apprenticeship shall be for a maximum of twelve (12) months except mechanic apprenticeship which shall be until he/she receives and maintains 70% or more toward a General or Master Mechanics Certification (see Article 27). Employees except mechanic apprentices completing their apprenticeship of twelve (12) months will be upgraded to the Junior level in their classification if qualified. It can be lengthened if the employee is off for extended period due to illness, injury or leave of absence. It can be shortened if, by reason of previous experience, the employee shows proficiency on the job. Department Heads, with approval of Administration, will make this determination. Insofar as possible, every effort will be made to provide the apprentice with experience on various jobs and/or equipment.

### SECTION 3.

The City retains the right to designate the number of, and set forth qualifications for, work classifications.

### SECTION 4.

Specific classifications for hourly employees will be as set forth in Article 30, Wages.

### SECTION 5.

All employees in the following classifications shall act in leadership positions:

- Heavy Equipment Operator I, II, and III
- Senior DPS Maintenance
- Senior Water Serviceperson
- Senior Transfer Station Maintenance (Solid Waste Treatment)
- Senior Mechanic (Motor Vehicle Pool)
- Senior Park Maintenance (Parks & Facilities)
- Senior Sewage Treatment Operator
- Laborer

They shall have the ability and responsibility to perform and lead in performing assigned and necessary tasks. It shall be their responsibility to carry out written and verbal work orders; to comply, and assure that their crew members comply, with all work, safety and health rules; and to fill out all required work reports. If any unusual circumstances arise in performing necessary and assigned tasks, they shall contact their immediate supervisor. These abilities and responsibilities pertain to all employees assigned to the above classifications, including those assigned on a temporary, move-up basis.

## ARTICLE 29 MEAL TICKETS

### SECTION 1.

If employees are called in and work two (2) consecutive hours immediately before their regular shift, or continue to work two (2) consecutive hours after their regular shift, employees shall be furnished a meal ticket by the City.

### SECTION 2.

If employees are called in and work four (4) additional consecutive hours before the hours covered in Section 1, or four (4) additional consecutive hours after the hours covered in Section 1, they shall be furnished a meal ticket by the City for each of these consecutive four (4) hour periods.

### SECTION 3.

If employees are called in and work during any hours other than those covered in Section 1 and 2, they shall be furnished a meal ticket by the City after working four (4) consecutive hours, and an additional meal ticket shall be furnished for every consecutive four (4) hour period thereafter.

### SECTION 4.

If employees are notified that they are scheduled to work overtime on a succeeding regularly-scheduled day, or a normal "off" day, no meal tickets shall be issued. Regular lunch schedule after every four (4) hours will be utilized. Employees must be notified at least twelve (12) hours in advance of the scheduling or it will be considered as "call-in" and meal tickets issued pursuant to Sections 1, 2, and 3 above.

### SECTION 5.

Each meal ticket shall have a value of two dollars and fifty cents (\$2.50) and shall be added to the net pay check at the end of each pay period. Carry-out and/or delivery charges will be paid if employees are required to consume their meal at their job site.

### SECTION 6.

For each meal ticket that employees can not use before they punch out, employees shall be compensated one (1) extra hour's pay at straight time.

## ARTICLE 30 WAGES

	2.5% increase <u>July 1, 1999</u>	2.5% increase <u>July 1, 2000</u>	3.0% increase <u>July 1, 2001</u>
<b>LABORER</b>			
<b>APPRENTICE MAINTENANCE</b>			
<b>APPRENTICE METER READER</b>			
Start (80% of maximum)	\$12.97	\$13.30	\$13.70
End of probation (85% of maximum)	\$13.78	\$14.13	\$14.55
1 year (90% of maximum)	\$14.59	\$14.96	\$15.41
2 years (maximum / 100%)	\$16.22	\$16.62	\$17.12
<b>METER READER</b>	\$16.88	\$17.30	\$17.82
<b>JUNIOR MAINTENANCE</b>	\$17.81	\$18.26	\$18.81
<b>HEAVY EQUIPMENT OPERATOR III</b>			
<b>HEAVY EQUIPMENT OPERATOR II</b>	\$18.01	\$18.46	\$19.01
<b>SENIOR MAINTENANCE</b>			
<b>HEAVY EQUIPMENT OPERATOR I</b>			
<b>APPRENTICE MECHANIC</b>	\$16.22	\$17.12	\$17.62
<b>JUNIOR MECHANIC</b>	\$17.81	\$18.76	\$19.31
<b>SENIOR MECHANIC</b>	\$18.63	\$19.60	\$20.17
<b>ELECTRICIAN</b>	\$19.81	\$20.31	\$20.92
<b>CLERICAL 1</b>			
Start (80% of maximum)	\$11.91	\$12.21	\$12.58
End of probation (85% of maximum)	\$12.66	\$12.98	\$13.37
1 year (90% of maximum)	\$13.40	\$13.74	\$14.15
2 years (maximum / 100%)	\$14.89	\$15.27	\$15.72
<b>CLERICAL 2</b>			
Start (80% of maximum)	\$12.66	\$12.98	\$13.37
End of probation (85% of maximum)	\$13.45	\$13.79	\$14.20
1 year (90% of maximum)	\$14.24	\$14.60	\$15.04
2 years (maximum / 100%)	\$15.83	\$16.22	\$16.71

**NOTES:**

The classification of Maintenance includes maintenance positions in Public Service, Transfer Station, Water Services, Parks and Facilities, and operators at the Wastewater Treatment Plant.

All classifications are compensated according to a progression from 80% of maximum at start, 85% of maximum upon completion of the probationary period, 90% of maximum at one year, and maximum (100%) at two years. This wage progression is illustrated for the positions of Laborer, Apprentice Maintenance, Clerical 1 and Clerical 2 as these are the classifications in which new hires typically start. The same schedule and wage progression applies to all listed classifications.

Effective July 1, 2000, the rate of pay for mechanic will be \$0.50 per hour above the rate of pay for the comparable maintenance classification (e.g., Senior Mechanic will make \$0.50 per hour more than Senior Maintenance, Junior Mechanic will make \$0.50 per hour more than Junior Maintenance). An employee must hold and maintain at least one of the licenses or certifications as noted in Article 27, Section 2, B, to be compensated as a mechanic. If an employee in the Motor Vehicle Pool at the time of ratification of this contract is not licensed or certified as a mechanic, they will be compensated as a Senior Mechanic but will not receive the additional \$0.50 per hour.

## ARTICLE 31 WASTEWATER TREATMENT PLANT

### SECTION 1. CLASSIFICATIONS

When a classified Senior Sewage Treatment Operator is not working a shift, the Sewage Treatment Operator with the highest seniority working on that shift will fill that classification and pay rate. An Apprentice Sewage Treatment Operator will be considered only if no other Operator on that shift is available. In such instance, the Apprentice Sewage Treatment Operator will receive a Junior Sewage Treatment Operator wage rate.

### SECTION 2. APPRENTICESHIP

- A. An Apprentice Sewage Treatment Operator will serve an apprenticeship for a maximum of one (1) year at which time he/she shall be classified as a Junior Sewage Treatment Operator. The apprenticeship will include 45 working days of extensive training on the day shift. The employee will then be placed on a shift for which he/she is eligible by seniority.
- B. The apprenticeship period of one (1) year may be shortened if Management determines the Apprentice Sewage Treatment Operator is qualified to fill a Junior Sewage Treatment Operator Classification.

### SECTION 3. JOB VACANCIES AND BIDDING

- A. The department head shall have five (5) working days (excluding Saturdays, Sundays, and Holidays) in which to post a job which becomes vacant or to notify the Union if the job is to be abolished or filled through the apprenticeship process. Employees who are on vacation, sick leave, restricted duty or off work for any other permissible reason shall have a period of three (3) working days after their return to work in which to exercise bidding rights on a job which was posted during their absence. In no case shall such vacation or sick leave privilege be extended more than one (1) year after date of posting.
- B. If no apprentice is in training, an employee who is awarded the posted job will be placed in the posted classification and on a specified shift or work schedule if such factors were part of the bid. Placement shall be within ten (10) days from the deadline date for receipt of bids. The wage rate for the new job classification will be effective upon placement of the employee.
- C. If there is an apprentice(s) in training, the employee awarded the posted job will remain in his/her classification, wage rate and premium of shift until no Apprentice Sewage Treatment Operator is in training.
- D. A Junior Sewage Treatment Operator is the only classification from which to bid for a Senior Sewage Treatment Operator job.
- E. A new City employee is a probationary employee for six (6) calendar months from his/her date of hire.

### SECTION 4. WORKING CONDITIONS

The "General Work Procedures" for the Wastewater Treatment Plant dated August 6, 1993, will remain in effect except as they may be modified in accordance with Article 24, Section 7, Work Policies.

### SECTION 5.

The Letter of Understanding executed by the City and Union on October 29, 1993, is made a part of this Agreement.

**ARTICLE 32  
DEPARTMENT OF PUBLIC SERVICE**

**SECTION 1.**

The City shall furnish and/or replace all special tools required by the mechanics to repair City equipment. The mechanics shall be required to file a report of damage and/or loss of all special tools with department supervision.

**SECTION 2.**

There shall be no more than five (5) employees off at the Department of Public Service at one time, including those on vacations and holidays.

**ARTICLE 33  
PARKS & FACILITIES**

**SECTION 1.**

The City and Union agree to establish work policies in accordance with Article 24, Section 7.

**SECTION 2.**

A minimum of one (1) Union maintenance employee will staff the Kennedy Ice Arena while in operation on weekend day shifts and all afternoon shifts. For purposes of this section, the term "operation" shall mean while the artificial ice surface is being maintained. In the event that the ice surface needs to be resurfaced during the day shift, the work will be completed by a maintenance employee of the Union.



## **ARTICLE 34 TERMINATION & MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2002, subject to the remainder of this Article.

### SECTION 1. TERMINATION

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party gives notice of termination, or if either party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to that current year's termination date.

### SECTION 2. AMENDMENT OR MODIFICATION

If either party desires to modify or change this Agreement, it shall no later than sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of desire to amend. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may then be terminated by either party on ten (10) days' written notice of termination. Any amendments which may be agreed upon shall become part of this Agreement without modifying or changing any of the other terms of this Agreement.

### SECTION 3. NOTICES

Notices of Termination or Amendment shall be in writing and shall be sent by certified mail addressed, if to the Union, to: Union President, Local #292, Municipal Building, Trenton, Michigan; or, if to the employer addressed to the City Clerk, Municipal Building, Trenton, Michigan, or to any such address as the Union or the employer may have provided in writing.

### SECTION 4.

During the regular consideration of the budget, or at any time, either party may request to enter into negotiations for the purpose of adjusting the wage schedules. Any Agreement(s) reached will become a part of this Agreement as provided in Section 2 above.

### SECTION 5.

In the event that any provision of this Agreement shall be or become invalid or unenforceable by reasons of Federal or State Law, or City Charter now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 10th day of July, 2000.

CITY OF TRENTON

Patricia D. Hardy  
Patricia D. Hartig  
Mayor

Kyle F. Stack  
Kyle F. Stack  
City Clerk

In Presence of the Trenton City Council:

T. P. Teifer  
Terrence P. Teifer

D. Brad O'Connor  
D. Brad O'Connor

Timothy R. Taylor  
Timothy R. Taylor

William D. LeFevre  
William D. LeFevre

Larry R. McKinnon  
Larry R. McKinnon

M. Janet Mans  
M. Janet Mans

LOCAL 292, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

John G. Craanen  
John G. Craanen

Marcelline M. Foxworthy  
Marcelline M. Foxworthy

Cathy J. Farrell  
Cathy J. Farrell

Carl G. Peterson  
Carl G. Peterson

David C. Shanaver  
David C. Shanaver

Sharon Thacker, AFSCME Council 25

Approved by the Trenton City Council:

July 10, 2000