COLLECTIVE BARGAINING AGREEMENT

6/30/98

Between

THE CITY OF PONTIAC

and

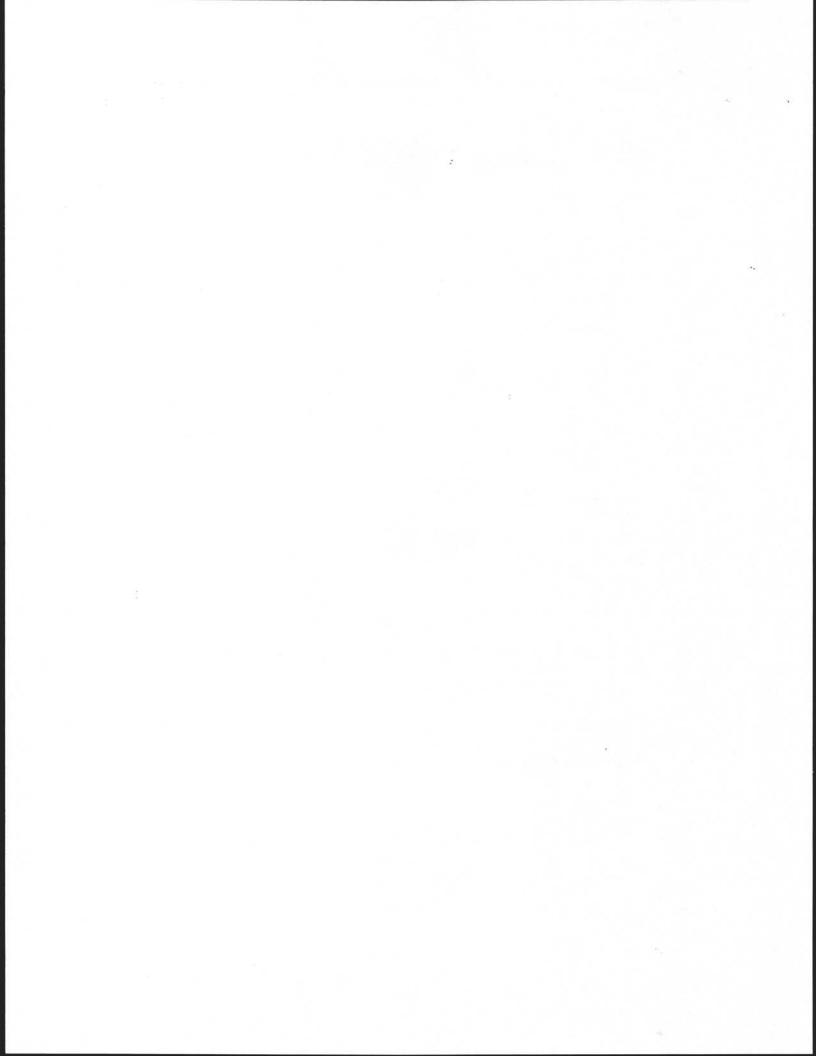
LOCAL #2002 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL - CIO

APRIL 1, 1995 THROUGH JUNE 30, 1998

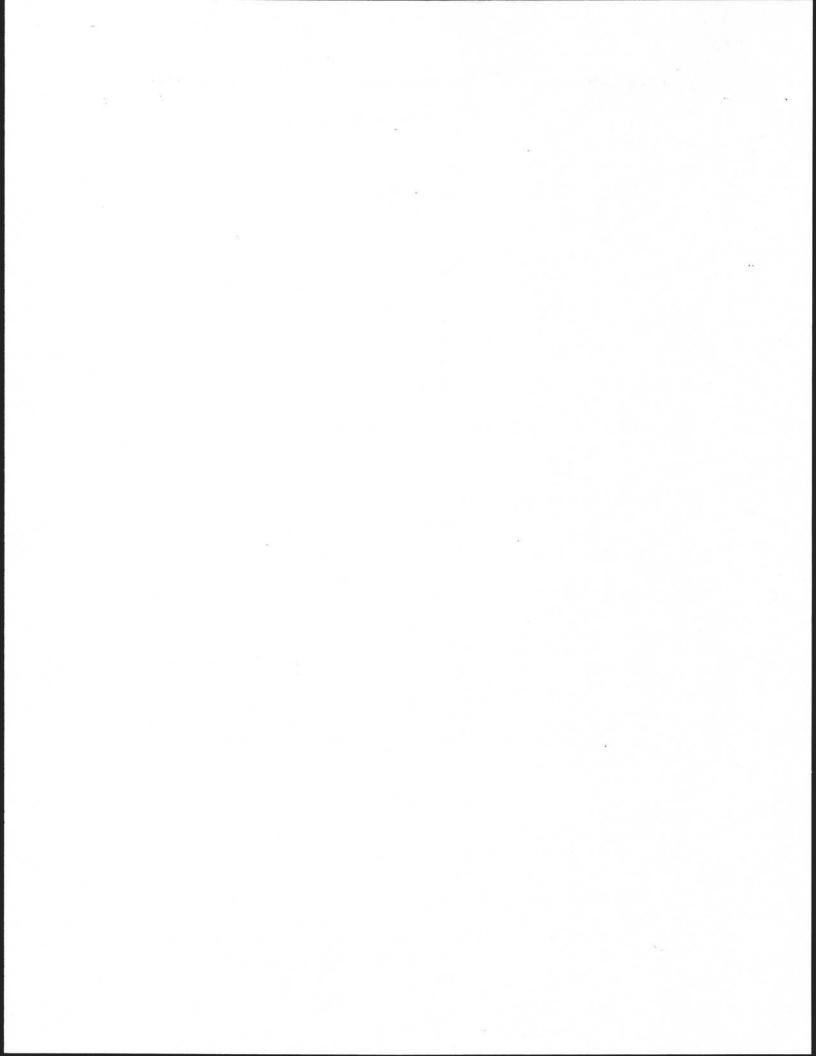
EABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

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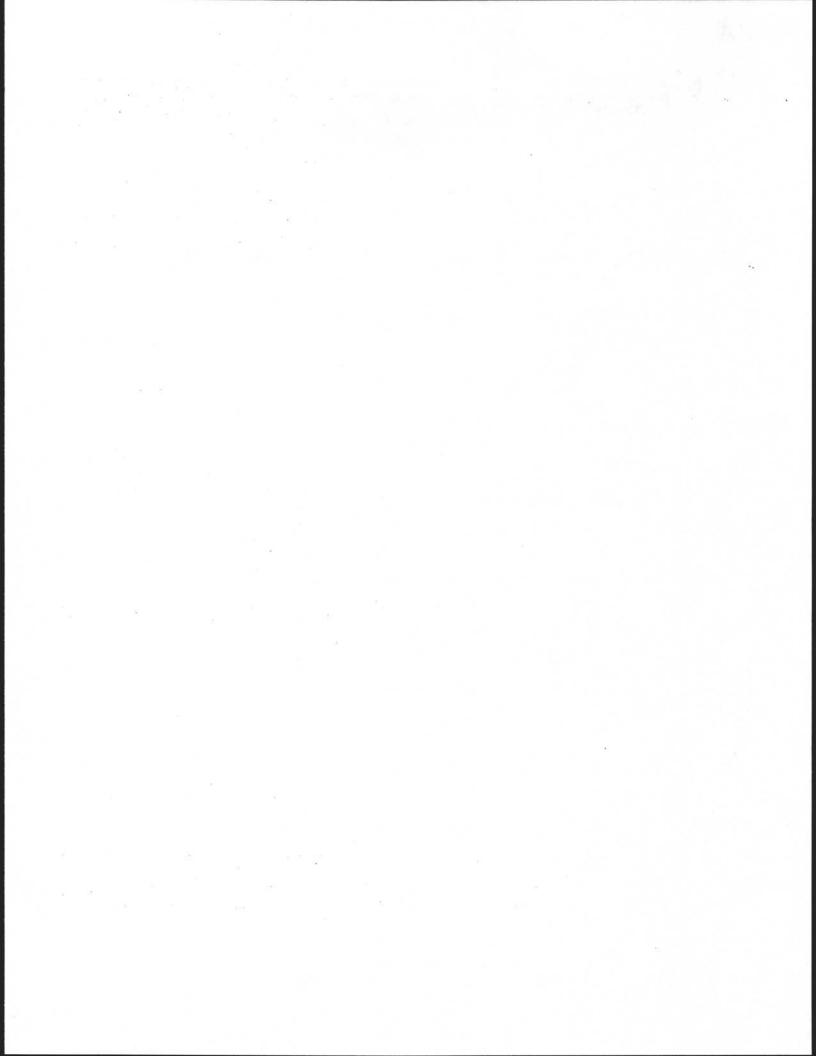


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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PONTIAC AND LOCAL #2002, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Policy Statement

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

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

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION

- A. Management of the City of Pontiac recognizes Local #2002, American Federation of State, County and Municipal Employees, affiliated with Council #25, as the sole representative of the employees of the City of Pontiac, Michigan, excluding temporary employees, office, clerical, policemen, firemen and supervisory employees as defined under the <u>Michigan Public Act 379 of 1965, as amended</u>, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.
- B. It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of individual bias, race, creed, organization activity or membership in any specific group.

ARTICLE III - UNION SECURITY

Section 1. Agency Shop Provision

- A. Present employees in the bargaining unit covered by the Agreement shall as a condition of employment either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day <u>of each month</u> following the effective date of this Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall as a condition of employment become members of the Union or pay the

equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day <u>of each month</u> following the beginning of their employment in the unit.

- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required of a member or service charge shall be deemed to meet the conditions of this Section.
- D. The Union will protect and <u>hold</u> harmless the Employer from any and all claims, demands, suits, and other form of liability by reason of action taken by the Employer for the purpose of complying with Article III of this Agreement, including, but not limited to, cost of litigation, attorney fees and judgments, if any.

Section 2. <u>Deduction of Dues</u>

- A. During the life of this Agreement the Employer agrees to deduct Union membership dues of service charge fees as certified by the Union, from the pay of each employee who executes or has executed an authorization for deduction card.
- B. Upon receipt of an employee's authorization, the Director of Finance shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one payment. Union members laid off shall have their dues automatically deducted upon return to their employment with the City.

ARTICLE IV - RESIDENCY

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

- 1. Any new hire after May 2, 1982, if a resident at time of appointment or hire shall remain a resident while so employed, and if not a resident at the time of appointment or hire shall become a resident within one year thereafter and shall remain a resident while so employed.
- 2. Any employee appointed or hired on or before May 2, 1982 who is a nonresident on the date of approval of this Agreement by both parties shall retain the opportunity to be promoted without being required to become a resident as set forth in the City Charter; provided, that is such non-resident shall change his or her residence from that which it was on the date of approval of this Agreement and continue to reside outside the City of Pontiac, then the employee shall lose the exemption from the residency requirement of the City Charter and to be eligible for promotion must comply with such requirement.

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

- 3. Within the spirit of the City Charter, it is understood that any employee appointed or hired on or before May 2, 1982, who is a resident on the date of approval of this Agreement by both parties, or who becomes a resident on or after said date, must comply with the residency requirement of the City Charter.
- 4. Any employee of the City of Pontiac who was appointed or hired on or before May 2, 1982 and who thereafter becomes a member of this bargaining unit shall comply with, and be entitled to all the exceptions of, the provisions of this Agreement as though such employee had been a member of this Unit on the date of approval of this Agreement.
- 5. Resident as used herein shall mean a person whose residence is within the corporate boundaries of the City of Pontiac. Residence shall mean a person's usual and customary place of abode where the individual actually lives and regularly stays; it shall not mean a "legal," "voting," or other address where the person does not actually live.
- 6. Failure to become a resident or failure to maintain residency as required herein shall be grounds for dismissal from employment.
- 7. Pursuant to the City Charter, Section 6.102, upon a specific finding that the interests of the City and its residents would be best served in a given case by granting relief from this section, five members of the City Council, subject to the Mayoral veto (Section 3.112(f), may grant appropriate relief.
- 8. All employees shall promptly submit a new verified signed statement of residency to the Director of Personnel each and every time their place of residency is changed. Refusal to submit a statement of residency, or submitting a false statement of residency, shall be grounds for dismissal from employment.

ARTICLE V - DRUG POLICY

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

ARTICLE VI - REPRESENTATION

Section 1.

- A. The following subunits are designated for the purpose of identifying the number of stewards who will provide representation for Union members.
 - 1. Department of Public Works and Service

	a. General Services	3 Stewards
	b. Parks, Golf, Forestry & Grnds	2 Stewards
	c. Buildings & Cemeteries	2 Stewards
2.	Department of Public Utilities	
	a. Sewage Treatment	1 Steward
	b. Water & Sewer Maintenance	2 Stewards
	c. Sanitation	2 Stewards
3.	Housing	1 Steward
4.	Stadium	1 Steward

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

1. Department of Public Works & Services

	a. General Services	1 Negotiator
	b. Parks, Golf, Forestry & Grnds	1 Negotiator
	c. Buildings & Cemeteries	1 Negotiator
2.	Department of Public Utilities	
	a. Sanitation	1 Negotiator
	b. Water & Sewer <u>Maintenance</u> <u>& Sewage Treatment</u>	1 Negotiator
3.	Housing	1 Negotiator
4.	Stadium	1 Negotiator

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

Section 2. Grievance Committee

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

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

Section 3. Time Off for Union Business

- A. All Committeepersons/Negotiators shall be full-time employees of the City within the jurisdiction of the local union. The Employer or appropriate management representative shall be promptly notified of the selection of the Committeepersons/Negotiators by the local union as herein provided or of any subsequent replacement.
- B. Committeepersons/Negotiators shall report daily to their regularly scheduled work assignment unless excused by prior approval of the appropriate management representative.
- C. A Committeeperson/Negotiator may investigate and process a reported employee grievance at the appropriate management level without loss of time or pay if the area steward is unable to resolve the alleged complaint with the immediate supervisor. Before entering upon such union business, a

Committeeperson shall give notice to and receive approval from the department supervisor for release from his/her work assignment for such time as may be necessary to conduct such union business. Approval shall not be withheld unreasonably except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

- D. Local Union President: The local union president shall report daily to his/her regularly scheduled work assignments unless excused by prior approval of the appropriate management representative.
- E. Whenever the local union president is required to perform administrative duties limited to internal union business or functions, he/she shall be granted time off without compensation, but without loss of such benefits to which he/she would otherwise be entitled. Requests for such time off without compensation shall be granted upon prior notice to the appropriate management representative.
- F. Stewards, during their working hours without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer of the appropriate management representative. Before entering upon such union business, stewards shall give notice to and receive approval from the immediate supervisor. Approval for release from their work assignment for this purpose of such time, as may be necessary, will not be unreasonably withheld. Any alleged abuse of either party shall be a proper subject for a Special Conference.
- G. If a meeting relating to union business occurs during the employee's regular shift and on a City site, the appropriate union representative shall be excused from his/her work station no earlier than one-half (1/2) hour before the commencement of the meeting and must return to the work station not later than one-half (1/2) hour after the meeting for which he/she was excused has terminated, provided the union representative's normal shift has not or does not terminate within that one-half (1/2) hour, unless specifically instructed by the appropriate management representative for bonafide business reasons.

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

Section 4. Time Off for Grievance Committee

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

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Section 5. Time Off for Witnesses

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

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

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

- A. <u>Step I</u>. The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence or knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.
- B. <u>Step II</u>. If the grievance has not been settled, it shall be presented in writing by the Union Steward or <u>a member of</u> the union Grievance Committee to the Department Head and/or his/her designee within seven (7) working days after the supervisor's response is due. The Department Head and/or his/her designee shall meet with the Grievance Committee and respond to the Grievance Committee in writing within seven (7) working days.
- C. <u>Step III</u>. If the grievance still remains unadjusted it shall be presented by a committeeperson to the Labor Relations Administrator in writing within seven (7) working days. The Labor Relations Administrator shall meet with the President, Grievance Committee, and Staff Representative, if necessary, within fifteen (15) working days. The Labor Relations Administrator's answer shall be given to the Union within ten (10) working days of the Step III meeting.
- D. Step IV.
 - 1. If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Labor Relations Administrator or his/her designated representative, request arbitration by written notice to the City. The Union's request to the American Arbitration Association shall be sent within sixty (60) days of the notice to the City.
 - 2. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) days after notice has been given. If the parties fail to agree on an ad hoc arbitrator, or no permanent ad hoc is selected under Step IV, 5, then an arbitrator will be selected utilizing the American Arbitration Association.

- 3. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony. The arbitrator shall limit the award to the interpretation, application, or enforcement of this Agreement, and the arbitrator shall be without power or authority to make any award contrary to, or inconsistent with, modifying or varying in any way, or adding to or subtracting from this Agreement.
- 4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record to be made, they may cause such a record to be made, providing the requesting party pays for the record and makes copies available without charge to the other party and to the arbitrator.
- 5. The parties may mutually agree to select and agree to an ad hoc arbitrator who will serve as a permanent arbitrator, but whose tenure may be terminated at the request of either party. The expense of the arbitrator shall be as described in Number 4 above.

Section 2.

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

ARTICLE VIII - DISCIPLINARY PROCEDURE

Section 1. Discipline

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

- A. 1. It shall be the policy of the City to warn an employee orally.
 - 2. It shall be the policy of the City to give at least one (1) written warning.
 - 3. It shall be the policy of the City to give suspension not to exceed three (3) days.
 - 4. It shall be the policy of the City to give suspension not to exceed two (2) weeks.

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

Section 2. Suspension/Discharge

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

ARTICLE IX - SENIORITY

Section 1. Definition and Scope

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

Section 2. Records

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

Section 3. Earning Tenure

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

Section 4. Seniority Lists

- A. A seniority list for all employees under this Agreement shall be submitted by the City to the Union <u>upon request but no more than</u> every six (6) months.
- B. Notices of a change in an employee's status shall be submitted to the Union on a monthly basis.
- C. Any employee with the same seniority date shall be considered in alphabetical order of last names for any situation bringing about the need of determination by seniority.

Section 5. Loss of Seniority

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

- A. If the employee quits or retires.
- B. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement, or modified therefrom.
- C. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the City.
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
- E. If he/she overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the City and/or fails to give explanations satisfactory to the City.
- F. <u>An employee shall lose seniority and will be removed from the recall list</u> if he/she is on layoff for a period exceeding two (2) years or the duration of his/her seniority at the time of layoff, whichever is greater.
- G. In accordance with established past practices, seniority will be adjusted for suspension without pay for <u>eighty (80)</u> or more <u>working hours</u> unless modified or reinstated through the grievance procedure or as may otherwise be mutually agreed by the employing agent and the Union.

Section 6. Shift Preference

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

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

Section 7. Lateral Transfers

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

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

ARTICLE X - LAYOFF/RECALL

Section 1. Layoff

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

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

qualified to fill. The City will notify laid off employees of all appropriate job openings while employees are on layoff.

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

Section 2. Layoff Subcommittee

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

ARTICLE XI - TEMPORARY EMPLOYEES

Section 1.

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

Section 2.

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

ARTICLE XII - PROMOTIONS

Section 1.

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

- A. Only one job posting on official bulletin boards will be required for vacancies and applicants will be considered on a bargaining unit wide basis.
 - 1. After all exams for bargaining unit positions have been completed, an eligibility list shall be established for the purpose of determining the ranking order of all employees who have successfully passed an examination.
 - 2. <u>The ranking order of the eligibility list shall be compiled by taking</u> the total test results of all employees who have successfully passed the examination.
- B. <u>The employee selected for promotion may be required to serve a</u> probationary period. The length of the probationary period will be

determined by the provisions of this Agreement and the pay plan contained herein. Upon failure of the employee to satisfactorily complete the probationary period, he/she will be returned to his/her former Division and former position.

- C. When vacancies are filled, they shall be filled from the existing eligibility list. In the event an eligibility list is nonexistent, then an employee may fill a vacancy temporarily or by working out of classification.
- D. When examinations are undertaken to fill positions where minority group employees are underutilized, affirmative action will be taken. Selection shall be made in rank order of qualified minority and/or protected class candidates Selection by this process shall continue until those underutilized positions are representative of the demographics of the City of Pontiac according to the 1990 Census:

48% White 52% Black, Hispanic and other

- 1. When an examination is given for a position determined to be underutilized, the Union shall be notified in advance of the examination.
- All positions deemed underutilized shall be so designated on all job posting announcements.
- 3. <u>The word "minority" or "minorities" is defined as all persons</u> <u>qualified as Black (not of Hispanic origin), Hispanic, Asian or</u> <u>Pacific Islander, American Indian or Alaskan native</u>.
- 4. The word "protected class" is defined as a group of people protected from employment discrimination under government regulations and laws, specifically identified as women, Blacks, Hispanic, Asians or Pacific Islanders, American Indians or Alaskan natives, people over age 40, the handicapped as defined under Section 503, and disabled veterans and Vietnam era Veterans Readjustment Assistance Act.
- E. In all other examinations the selection will be made from the top name on the eligibility list for the position.
- F. Seniority shall be a factor in examinations and weighted as follows:
 - One percent (1%) for each year of continuous service up to a total ten percent (10%) if the minimum passing score is achieved. An additional five percent (5%) will be awarded to the senior employee taking the examinations if the minimum passing score is achieved.

- 2. In case of a tie, seniority shall prevail.
- G. Examinations for promotion to any position covered in this Agreement may be waived if there is only one (1) qualified applicant.
- H. <u>Administration of examinations will commence within thirty (30) days but</u> <u>must be completed within sixty (60) days after the posting date of the</u> <u>announcements</u>.
- I. <u>Grievances pertaining to the nature and content of examinations must be</u> <u>filed at the first step within five (5) working days after posting of the</u> <u>examination results</u>.

Section 2. <u>Temporary Promotions</u>

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

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

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

Section 3. Working Out of Classification

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

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

Section 4. Promotions Out of Bargaining Unit

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

ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Requesting Leaves of Absence

A. Upon request, Department Heads may grant a leave of absence, without pay, to an employee for up to two (2) weeks in duration. When a leave is to extend beyond two (2) weeks, it must also be approved by the Personnel Department. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request leave of absence, in writing, well in advance of the date desired. Leave may be requested for any legitimate purpose but an employee shall be obligated to show that granting such leave is in the interest of the City. No leave may be granted before an employee has completed his/her probationary period, except for emergencies and with specific recommendation of the Department Head. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks. Unpaid leave for illness, injury or military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

B. Union Business

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

C. Education

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

D. Military Leave

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

E. Jury Duty

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

F. Leave for Reserve or National Guard Duty

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

G. Funeral Leave

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

H. Union Convention/Conference

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

I. Personal Leave Day

The City will provide each employee with two (2) personal leave days per year <u>which must be used in eight (8) hour increments</u>. It is understood that a leave request must be approved before the leave can be taken and, further, that these personal leave days must be used within the year earned.

ARTICLE XIV - EARNING AND USING SICK LEAVE

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

Section 1. Sick Leave

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

- A. 1. Employees will be allowed, in most cases, to be off five (5) times in a 12-month period for unexcused illness without question.
 - 2. The record of an employee who is off more than five (5) times because of unexcused illness during the 12-month period will come under close review.
 - 3. The Employer will notify the individual employee who is placed on proof of illness status (more than five (5) unexcused illnesses), in writing with a copy to the Union. That employee may thereafter be required to furnish a statement from a licensed physician certifying that his/her designated illness has been treated before being paid for the period of sick leave absence.
 - 4. In order to have an illness excused, the employee shall furnish a doctor's statement indicating the employee's inability to work during the period of illness. Failure to provide such statement will constitute unexcused illness. Illness related to alcoholism and/or substance abuse will be considered an unexcused illness in all cases.

- 5. Two units of four (4) hours or less of sick leave shall be considered one (1) time off.
- B. An employee who has reported for duty at the beginning of his/her shift and subsequently becomes ill or incapacitated will be allowed to use sick leave in units of one (1) hour or more.
- C. 1. To be paid for sick leave, an employee or a member of the employee's immediate family must call the Employer's designated telephone number or area reporting the absence not later than the beginning of the shift. The City will notify each employee in writing of the respective designated telephone number of area to be used to report absences.
 - 2. To be paid for sick leave, an employee must call in on each day of his/her absence or clearly establish what the duration of his/her absence will be.
- D. An employee absent for three (3) consecutive working days without calling in to his/her Department office may be considered to have resigned (Absent Without Leave).
- E. The immediate family shall mean: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, or grandparent.
- F. Employees retiring under the Pension System shall receive from the City 50% of the accrued sick leave in the sick leave bank as shown on the records in the Personnel Department. However, a maximum of 750 hours can be applied to Final Average Compensation for retirement purposes. It is understood that no employee can accrue more than two hundred (200) days sick leave in the sick leave bank.
- G. After completion of ten (10) years service, 25% of all sick hours accrued will be paid to the employee up to a maximum of four hundred (400) hours at time of termination for any reason.
- H. Effective the signing of this collective bargaining agreement by both parties, Long Term Disability and Short Term Disability, as determined by the City, will be given in return for five (5) annual sick days. Sick days will be reduced to seven (7) days per year. Employees may supplement Short Term Disability payments and Long Term Disability payments with sick or vacation leave pay in an amount not to exceed the employee's salary in accordance with the contract.

Section 2. Posting Sick Leave

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

Section 3. Unpaid Sick Leave

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

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

Employees will be reinstated:

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

Section 4. Duty Connected Injury Leave

- A. An employee sustaining a compensable injury shall, in addition to the payments specified in the Compensation Law, receive from the City the difference between his/her regular wages and the compensation paid under the State Law for a period of one hundred twenty (120) calendar days; provided that if the disability prevents the employee from working beyond the one hundred twenty (120) calendar day period, such injured employee may use his/her accumulated vacation or sick leave in units sufficient to make up the difference between Workers' Compensation payments and the employee's regular pay.
- B. Any employee with seniority who is on compensable injury leave shall accumulate time toward seniority and service credit for pay, sick leave and vacation purposes. Any probationary employee who is on compensable injury leave shall accumulate time toward seniority. Service credit for probationary employees for pay, sick leave, and vacation purposes shall be

earned at the prevailing rate during compensable injury leave; however, these benefits will not accrue until completion of the probationary period. When granted, pay increments will be retroactive to the time the probationary period would have ended had there been no compensable injury leave.

- C. An employee who has been incapacitated for his/her regular work by compensable injury, or occupational disease while employed by the City, will be employed in other work in the City for which he/she is physically and professionally qualified.
- D. Any member who is on a compensable disability for twelve (12) months must thereafter apply for pension disability retirement. If the pension disability retirement is denied, the employee must re-apply so long as his/her disability leave continues every twelve (12) months thereafter. If there is a conflict with the employee's personal physician and the retirement board physician, the two physicians will select a neutral physician to make the final decision regarding disability retirement.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

Section 1. Hours

- A. The regular work day shall consist of eight (8) consecutive hours exclusive of meal periods. The regular work week shall consist of five (5) consecutive days, or forty (40) consecutive hours every week, unless departmental operations or employee preferences render this provision unworkable.
- B. During inclement weather where working would be intolerable, as determined by the immediate supervisor, employees shall:
 - 1. Receive a minimum of four (4) hours and any time necessary to make up the regular forty (40) hours should be scheduled in the same pay period if possible, or an
 - 2. option to take vacation or lost time without pay.
 - 3. Should employees be unable to report to work at the beginning of their normal work shifts because of inclement weather, but do report for work, they shall have an option of taking no pay for the lost hours or may elect to take or use vacation leave to make up the lost time.
- C. Should an emergency force be necessary during inclement weather, employees should be rotated first by work group, followed by division, department, and then bargaining unit wide, to allow each employee an opportunity to be placed on said force where possible.

- D. Employees will receive fifteen (15) minutes in each half of the day for relief periods. Relief periods shall not be combined with the beginning or end of shifts or meal periods, and shall be taken so as not to conflict with departmental or divisional operation unless approved by the supervisor.
- E. For departments that utilize time clocks, the following procedures will apply:
 - 1. There shall be a five (5) minute grace period at the beginning of each regular shift for pay purposes only. Continued tardiness will be subject to discipline.
 - 2. <u>An employee tardy six (6) minutes or more will not be paid for all</u> work time lost to the nearest tenth (10th) of an hour.
 - 3. <u>Any employee altering, defacing or erasing a time card/sheet will</u> <u>be subject to dismissal</u>.
 - 4. <u>Any employee ringing in or out the card/sheet of another employee</u> will be subject to dismissal.
 - 5. <u>Any necessary corrections and/or changes made on a time</u> <u>card/sheet must be approved and initialed by the immediate</u> <u>supervisor</u>.
 - 6. <u>Time card/sheet must be left in the rack at all times unless</u> specifically authorized to do otherwise.
 - 7. <u>No employee is to handle any card/sheet other than his/her own</u> <u>unless specifically authorized</u>.

Section 2. Premium Pay Overtime

- A. 1. Time and one-half will be paid for time worked over eight (8) hours per day.
 - 2. Employees who have completed forty (40) regular hours during their scheduled work week shall be paid at the rate of time and one-half for all time worked on Saturday or the sixth day of the scheduled work week.
 - 3. Employees who have completed forty (40) regular hours during their scheduled work week shall be paid at the rate of double time for all hours worked on Sunday or the seventh day of the scheduled work week.
 - 4. Double time will be paid for all time worked on holidays.
 - 5. Paid vacation, sick leave, and holidays shall be considered as time worked.

- 6. Overtime is authorized time in excess of eight (8) hours in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift except in cases where a routine and regular previously assigned shift change occurs.
- B. 1. Employees shall work overtime when necessary and overtime shall be equalized among the required classifications within a section.
 - 2. <u>The equalization period shall begin the first pay period after</u> January 1 of each year.
 - 3. When overtime is necessary, the lowest overtime employee shall have the first opportunity to work the overtime. Should the lowest employee refuse overtime, the next lowest employee will be offered the overtime and so on.
 - 4. <u>If an employee refuses overtime or is unavailable for overtime,</u> <u>those hours will continue to accumulate for the purpose of</u> <u>calculating overtime equalization</u>.
 - 5. An employee will be considered available for overtime while on vacation or personal leave. An employee may request his/her name be removed from the overtime list while on vacation or personal leave. Notification of said request must be made in writing to his/her immediate supervisor within twenty four (24) hours of said vacation or personal leave being taken. He/she will be subject to the penalties contained in Article XV, Section 2 (B-4).
 - 6. Crew overtime, ice and snow related overtime shall be exempt from the overtime policy, and the Stadium Conversion Team overtime will be addressed in <u>Article XV</u>, <u>Section 5</u>.
- C. Where appropriate within a respective section, the low overtime employee within the required classification shall be called from the overtime list before utilizing the low overtime employee in the same classification from another section to complete a crew. Crew overtime, where there is a continuation of a shift, shall not apply to this section.
- D. It shall be the responsibility of the <u>division head</u> to post overtime sheets <u>on</u> <u>a bi-weekly basis or less</u>.

Section 3. Call Back

A. Unscheduled Call Back

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

B. Scheduled Call Back

Employees called back outside their regular hours on a scheduled basis shall be paid for the actual time worked with a one-hour minimum guarantee. Such scheduling must be announced as soon as possible before the end of the last regular tour of duty prior to the call-back work activity.

Section 4. Shift Premium

- A. <u>Effective the signing of the collective bargaining agreement</u>, premium pay of <u>thirty-five (.35)</u> cents per hour for a scheduled eight (8) hour shift will be paid to all employees whose regular shifts occur within four (4) hours of a time period between the hours of three o'clock p.m. and eleven o'clock p.m., excluding the regular day shift. <u>There will be no retroactive benefits</u>.
- B. <u>Effective the signing of the collective bargaining agreement</u>, premium pay of <u>forty-five (.45)</u> cents per hour for a scheduled eight (8) hour shift will be paid to all employees whose regular shifts occur within four (4) hours of a time period between the hours of eleven o'clock p.m. and seven o'clock a.m., excluding the regular day shift. <u>There will be no retroactive benefits</u>.

Section 5. Stadium Conversion Team

- A. Work at the Stadium by the Conversion Team for all events shall be limited to Local 2002 members (exceptions noted below) only, however, on a voluntary basis. Local 2002 members will indicate their desire to work on the Conversion Team by signing up for the work.
- B. Any and all work performed by the Conversion Team outside normal work hours will be paid a flat rate of \$11.75 per hour for all hours worked up to and including eight (8) continuous hours. Thereafter, time and one half will be paid for all continuous hours worked in excess of the eight (8) hours. All Stadium designated holidays (midnight to midnight) worked will be paid at the rate of time and one half.
- C. When conversion work requirements are not filled by Local 2002 members on the voluntary list, regular Local 2002 Stadium employees shall have preference in performing that work.
- D. Only in the event that the Conversion Team cannot be filled by either (1) the voluntary list and/or (2) the regular Local 2002 Stadium employees, will consideration be given to contractors to perform the work.

- E. In all cases, contractors will not perform bargaining unit work except as described in (D) above or as agreed to under the Skilled Trades Understanding.
- F. Local 2002 members working the conversion will have a Stadium employee number and will be paid by the Stadium by a separate check.
- G. <u>Employees performing work at the Stadium under this agreement shall be</u> <u>subject to discipline and remedies under the collective bargaining agreement</u> between the City of Pontiac and Local 2002.

ARTICLE XVI - HOLIDAYS AND ELECTION TIME OFF

Section 1. Holidays

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

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

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

All National and State General election days.

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

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

Section 2. Birthdays

- A. All employees shall have a paid day off on their birthday at the regular rate of pay. If the employee's birthday falls on a Saturday or the 6th day in a 7-day operation, the employee shall receive a paid day off for the day preceding the birthday. If the employee's birthday falls on a Sunday, a paid holiday, on the 7th day of a 7-day operation, during scheduled vacation leave or scheduled sick leave, the employee shall receive a paid day off on the first work day immediately after the birthday.
- B. <u>Any employee whose birthday falls on February 29 shall receive a paid day</u> off on February 28 during a non-leap year, in compliance with Article XVI, <u>Section 2, A above</u>.
- C. Any employee who is required in emergency or unusual circumstances to work on his/her birthday shall be paid at the employee's regular rate of pay. In this event, the employee shall be entitled to receive a substitute day off at the employee's regular rate of pay. The employee must utilize this substitute day within the next pay period or it will be forfeited.

Section 3. Election Time Off

Employees will receive two (2) hours voting time on election day provided they are registered and vote. On election day, employees who are eligible to be off, but due to departmental operation must remain on the job, shall receive time and one-half for any time worked beyond the six (6) hour period. Should it occur that an election is held in other locales, union employees living in those locales will be allowed two (2) hours off to vote with pay in accordance with the conditions previously stated in this section. Each employee is responsible for notifying <u>his/her</u> supervisor of intention to vote and must vote.

ARTICLE XVII - VACATION LEAVE

Section 1. Earning Vacation Leave

- A. All regular employees covered by this Agreement shall earn vacation leave in the following manner:
 - 1. Those employees with less than four (4) years service shall earn vacation leave at the rate of ten (10) days per year, one (1) day vacation for every twenty-six (26) days worked.
 - Those employees with more than four (4) years, but less than nine (9) years service shall earn vacation leave at the rate of fifteen (15) days per year, one (1) day vacation for every seventeen (17) days worked.
 - 3. Those employees with more than nine (9) years service shall earn vacation leave at the rate of twenty (20) days per year, one (1) day for every thirteen (13) days worked.

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

Section 2. Posting Vacation Leave

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

Section 3. Banking Vacation Leave

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

Section 4. <u>Requests for Vacation Leave</u>

- A. Requests for vacation leave will be handled according to procedures established by the Department Head or designated official. Senior employees submitting vacation leave requests according to established procedures, will be given preference as to which period they prefer.
- B. Except for emergencies, vacation leave requests must be submitted at least twenty-four (24) hours in advance; and no vacation leave may be taken without the approval of the Department Head or designated official

Section 5. Vacation Leave as Terminal Pay

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

ARTICLE XVIII - LONGEVITY

Section 1. Longevity

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

A. Employees who have completed five (5) years service but less than ten (10) years service will receive a two percent (2%) payment.

- B. Employees who have completed ten (10) years service but less than fifteen (15) years service will receive a four percent (4%) payment.
- C. Employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a six percent (6%) payment.
- D. Employees who have completed twenty (20) years service but less than twenty five (25) years service will receive an eight percent (8%) payment.
- E. Employees who have completed twenty five (25) years service will receive a ten percent (10%) payment.
- F. Such longevity payments will be made annually during the first part of December of each year.
- G. Employees who complete their 5th, 10th, 15th, 20th or 25th year after January 1 of any year, will have their longevity payments calculated, without proration, on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. The longevity payments will be computed on the basis of the straight time earnings for each employee up to his/her actual base rate. Shift premiums shall not be included in computation for longevity payments. This provision is effective January 1, 1970.
- Employees not on the payroll at the time the longevity payment is made, unless on injury or sick leave, will not be eligible for longevity pay for that year.
- J. Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement.
- K. The survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.

ARTICLE XIX - RETIREMENT

Section 1. Retirement Benefit

A. Effective July 1, 1985, the City agrees to supplement the annuity of each employee who retires under the Pension System on or after July 1, 1985 by making an annual payment equal to two (2) percent of his/her base retirement annuity. This payment shall be cumulative for fourteen (14) years so that the maximum cost-of-living received after fourteen (14) years shall be twenty-eight (28) percent of the retiree's original base retirement annuity.

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

Formula: 2% x years of service - 1/2% for each year under 30 years x FAC = Annual Pension

Example: 27 years of service

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

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

Formula: 2% x years of service x FAC = Annual Pension Example: 2% x 25 = 50% x FAC = Annual Pension

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

D. Retirement Annuity Factor

- Employees retired on or before June 30, 1984 shall have their final average compensation calculated in the following manner: 1.5% of the first nine (9) thousand dollars of final average compensation and 2% of the portion of F.A.C. in excess of nine (9) thousand dollars additional salary.
- 2. Effective July 1, 1984, those employees who retire shall have their final average compensation computed at 2%.

ARTICLE XX - INSURANCE

Section 1. Health Insurance

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

- C. Effective July 1, 1997, individuals shall pay \$200 deductible; families shall pay \$400 deductibles. Only Blue Cross-Blue Shield traditional and Blue Cross Preferred (PPO) shall be affected by the July 1, 1997 increase in deductibles.
- D. Current plans available are:
 - 1) Blue Cross/Blue Shield (traditional)
 - 2) Blue Cross Preferred (PPO)
 - 3) Blue Care Network (HMO)
 - 4) Health Alliance Plan (HAP)
 - 5) HAP Choice (PPO)
- E. The Union will receive a ninety (90) day prior notification of any change of carrier.
- F. Any dispute on comparability of coverage will be submitted to arbitration using an insurance actuary as the arbitrator.
- G. Effective February 1, 1986, the City agrees to provide each bargaining unit member the following riders for reciprocity:

ML - Members Liability waived Diagnostic EKG and Lab VST - Voluntary Sterilization FAE/RC - First Aid Emergency Rider-provides for medical services

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

Section 2. Life Insurance

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

Section 3. Dental Insurance

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

Section 4. Optical/Hearing Insurance

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

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

ARTICLE XXI - GENERAL PROVISIONS

Section 1. Supervisory Duties

- A. 1. Supervisors shall not perform duties done by subordinates except in cases of real emergencies or assisting in instructional, advisory or training capacities. As such, supervisory personnel shall not spend a majority of their time engaged in work activities consistently or routinely performed by subordinates.
 - 2. It is understood that supervisors are not restricted from "incidental" duties provided the performance of these duties does not deny overtime performed or to be performed by bargaining unit employees as long as qualified bargaining unit employees are available.
- B. The intent of the above provision is not to use supervisors in place of bargaining unit employees on jobs where employees are laid off; nor use supervisors to replace bargaining unit employees to avoid extended periods of overtime or any call-in time except as provided as stated in A-2 above.

Section 2. Rights of Management

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

Section 3. <u>Relation to Regulations</u>

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any

provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. Furnishing Supplies and Uniforms

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

Section 5. Posting Notices

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

Section 6. Aid to Other Unions

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

Section 7. Education-Tuition Reimbursement

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

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

Section 8. Workforce Development

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

A. Apprenticeship

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

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

B. Continuous Learning and Training

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

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

Section 9. Employee Assistance Program

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

Section 10. Subcontracting

- A. The City will not enter into new contracts or subcontracts without prior good faith negotiations with the Union. Routine and normal contracting and subcontracting performed previous to the execution of this contract is exempt from this provision. When it is decided that the City wishes to enter into a subcontract, the Union shall be notified and must respond within ten (10) days after receipt of notification. If the Union has not requested bargaining within ten (10) days of notification, the City will be free to enter into the announced subcontract. In the event that no agreement can be reached between the parties within thirty (30) days, either side can request mediation. If mediation fails to resolve the dispute within twenty (20) days, the parties shall go to fact finding, if requested. If fact finding is not requested, then the City will be free to enter into the announced contract. The fact finding presentation shall not exceed ten (10) days. Should the report of the fact finder fail to satisfy the parties, there shall be a ten (10) working day period after the release of the fact finder's report for the purpose of allowing the parties to reassess their positions before the City will be allowed to contract out the disputed work. If there is still no resolution, the City will be free to enter into the announced contract. In any event, no subcontracting will be entered into for the sole purpose of avoiding overtime. Subcontracting will not be entered into if it causes layoffs or displacement of permanent full time bargaining unit employees.
- B. In cases of emergency where public safety is in jeopardy, the City shall utilize employees in the bargaining unit and if necessary shall have the right to enter into a subcontracting agreement immediately.
- C. It is further understood between the parties that the following work will be performed by Local 2002 bargaining unit members in accordance with the conditions attached to items one (1) through (4) listed below:
 - 1. <u>The towing of vehicles on public property will be reviewed and</u> will be negotiated in accordance with paragraph A above.
 - 2. <u>All lot upkeep and weed inspection will be performed by members</u> of Local 2002 provided equipment is available.
 - 3. <u>All grounds maintenance work on the Phoenix Plaza will be</u> negotiated with Local 2002 members in accordance with paragraph <u>A above prior to any subcontracting attempt to allow Local 2002</u> to perform this work.
 - 4. In addition to the mechanical and repair work currently being performed by Local 2002 bargaining unit members at the DPU and DPW&S, all other mechanical and repair work will be performed by Local 2002 at the DPU and DPW&S, provided staff and equipment are available. The City will not be required to purchase equipment, or hire staff, for the additional work if the budget does not permit.

Section 11. Commercial Drivers License

Recognizing the importance of an active program to promote safety and health in working conditions and practices, the City and the Union agree to comply with all provisions of the Motor Carrier Safety Act, MCLA 480.11 et seq., Motor Vehicle Code, MCLA 257.1 et seq., Commercial Motor Vehicle Safety Act, Title 49, Section 2701 et seq., and federal guidelines for alcohol prevention and prevention of drug misuse in transit as found in 49 CFR Parts 653 and 654.

Section 12. Attendance and Tardiness

In an effort to effectively address absenteeism and tardiness problems, the City and Union will establish a joint labor-management task force to develop, design and implement a policy or program that will ameliorate these problems.

Until a new policy or program is established, the City and Union agree to continue to work from the present attendance and tardiness policy.

Section 13. Licenses

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

Section 14. Political Action Committee

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

ARTICLE XXII - SKILLED TRADES SUPPLEMENT

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

ARTICLE XXIII - SILVERDOME CLASSIFICATIONS SUBCOMMITTEE

The City and the Union agree to establish a subcommittee for the purpose of renegotiating all classifications for members of the AFSCME, Local 2002 bargaining unit assigned to the Pontiac Silverdome in respect to job descriptions and rates of pay. These negotiations shall be concluded by June 30, 1995 unless mutually agreed to by the parties to extend the negotiations past the above mentioned deadline. All increases in wages negotiated between the parties will not be retroactive.

A. <u>Wages</u>

<u>4-1-95</u>

2.5% ATB and \$6,000 bonus (no roll-in) based on Seniority Formula:

\$6,000 for members with 3.75 years seniority as of 4-1-95.

\$2,000 for members with at least 2 but less than 3.75 years seniority as of 4-1-95.

\$1,000 for members with at least 1 but less than 2 years seniority as of 4-1-95.

\$500 for members with less than 1 year seniority as of 4-1-95.

<u>10-1-95</u>

3% ATB and \$2,000 bonus (no roll-in) based on Seniority Formula:

\$2,000 for members with 3.75 years seniority as of 4-1-95.

7-1-96

2% ATB and \$2,000 bonus (no roll-in) based on Seniority Formula:

\$2,000 for members with 3.75 years seniority as of 4-1-95.

<u>7-1-97</u>

2.5% ATB and \$1,000 bonus (no roll-in) based on Seniority Formula:

\$1,000 for members with 3.75 years seniority as of 4-1-95.

<u>6-30-98</u>

3% ATB and \$1,000 bonus (no roll-in) based on Seniority Formula:

\$1,000 for members with 3.75 years seniority as of 4-1-95.

- (1) In order to be eligible for the \$12,000 bonus payment, the employee of the bargaining unit must have been employed without a break in service to Local 2002 between 7-1-91 and 4-1-95 to receive the full \$12,000 bonus. All bonuses will be paid on or about the first pay date after the effective date.
 - (a) <u>Breaks in service shall include retirement, discharge,</u> resignation, layoff, or permanent promotion out of bargaining unit.

- (2) Any employee who transfers out of this bargaining unit and is subsequently eligible to receive a bonus payment from another city bargaining unit or city non-union position shall not be allowed to pyramid bonus payments. The maximum bonus payment for an employee entitled to payment under this agreement shall be \$12,000.
- (3) Employees of the bargaining unit who meet the requirements under (1) above and qualify for the \$12,000 bonus and subsequently separate employment with the City due to retirement, discharge, resignation, layoff, disability or death before receipt of full payment shall be entitled to full payment of bonus consistent with the effective dates of payment under the agreement.
- (4) <u>All employees of the bargaining unit hired after 3-22-95 shall not</u> be eligible for any bonus payments.
- (5) Those skilled trades employees who receive less than \$12,000 in the skilled trades award and meet the requirements under (1) above shall receive their bonus in accordance to the method indicated under this agreement.

Skilled trades employees receiving \$12,000 or more in the skilled trades award and meet the requirements under (1) above shall receive bonus payments on the following dates:

7-01-95	\$3,000 bonus (no roll-in)
7-01-96	\$4,000 bonus (no roll-in)
6-30-98	\$5,000 bonus (no roll-in)

(6) For employees who no longer work for the City and have received normal retirement under the City's retirement plan prior to 3-31-95 will receive the following wage bonuses:

\$1,000 bonus to all AFSCME, Local 2002 retirees whose retirement became effective July 1, 1988 through June 30, 1989.

\$2,000 bonus to all AFSCME, Local 2002 retirees whose retirement became effective July 1, 1989 through June 30, 1990.

\$3,000 bonus to all AFSCME, Local 2002 retirees whose retirement became effective July 1, 1990 through June 30, 1991.

\$4,000 bonus to all AFSCME, Local 2002 retirees whose retirement became effective July 1, 1991 through June 30, 1992.

\$5,000 bonus to all AFSCME, Local 2002 retirees whose retirement became effective July 1, 1992 through March 31, 1995.

- (a) <u>All bonus payments will not be factored into any benefits</u> including FAC.
- (b) <u>Any AFSCME, Local 2002 employees who were</u> <u>participants of "Early Out Retirement" are excluded from</u> <u>receiving any bonus payments.</u>
- (c) In cases of death of the retiree, the surviving spouse and/or estate shall receive the applicable bonus.
- B. <u>Effective the signing of the collective bargaining agreement, members classified as</u> <u>Sanitation Worker III will receive a seventy (\$.70) cent/hour increase. There will be</u> <u>no retroactive benefits.</u>
- C. <u>Effective the signing of the collective bargaining agreement, members classified as</u> <u>Parking Warden will receive the same rate of pay as the Laborer II classification.</u> <u>There will be no retroactive benefits.</u>
- D. <u>Effective the signing of the collective bargaining agreement, persons classified as</u> <u>Custodians will receive full benefits, as all other employees, including pension and</u> <u>shift differential. There will be no retroactive benefits.</u>
- E. Existing Custodians with 9 months or more seniority:

		Passed*	Failed**
	Exam - Custodial Worker fective upon completion/ exams:	<u>\$7.573</u>	<u>\$6.858</u>
6 months	Successful performance evaluation	\$8.337	<u>\$6.908</u>
12 months	Promotional exam-Building Maint I	<u>\$9.102</u>	<u>\$6.958</u>
18 months	Performance evaluation	<u>\$9.220</u>	<u>\$7.008</u>
24 months	Performance evaluation	<u>\$9.354</u>	\$7.008

- These pay rates do not include negotiated across-the-board increases.
- ** Includes 5 cents/hour increase to maximum of 20 cents, but does not include across-the-board negotiated increases. These employees remain Custodians until they successfully pass the Custodial Worker test.

New hires: After successful completion of 9 months employment, these employees will be eligible to take the exam for Custodial Worker. At any time, a Custodian with more than 9 months seniority passes the test for Custodial Worker, he/she moves to \$7.573 and starts to move on track.

Past practice will govern out-of-class pay for Custodians and Custodial Workers.

ARTICLE XXV - DURATION

This Agreement shall be effective <u>April 1, 1995</u> and the terms and conditions shall remain in full force and effect through midnight, June 30, <u>1998</u> and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal date of its intention to amend, modify, or terminate this Agreement.

PAY PLAN LOCAL 2002 -- INCLUDING SKILLED TRADES EFFECTIVE APRIL 1, 1995

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0297	Custodian Aide	7.405	7.526		7.666	
0326	Sup Insp Dsp Strkpr Aide	7.405	7.526		7.666	
0330	Tool Keeper	7.405	7.526	ā.	7.666	
0367	Water Meter Srvr Asst	7.405	7.526		7.666	
0371	Inventory Worker	7.405	7.526		7.666	
0383	Plant Operator Trainee	8.374		8.478	8.782	
0384	Timekeeper Assistant	7.405	7.526		7.666	
0385	Vehicle Serv Wrkr Trainee	7.405	7.526		7.666	
0386	Property Clerk	8.027	8.224		8.416	
0387	Building Maint Helper	7.405	7.526		7.666	
0389	Laborer Assistant	7.405	7.526		7.666	
0400	Storekeeper Aide	7.405	7.526		7.666	
0406	Senior Util Elect	15.287	15.525		15.919	
0407	Utility Electrician	14.247	14.467		14.834	
0409	Radio Technician I	11.657	12.013		12.364	
0411	Radio Technician II	12.201	12.574		12.970	
0415	Sign Painter I	10.256		10.391	10.687	10.997
0417	Traffic Service Worker	10.097	10.235		10.391	
0419	Parking Meter Repairer I	10.235	10.391		10.530	
0421	Parking Meter Repairer II	10.530	10.687		10.823	
0423	Watcher/Dispatcher	10.097	10.235		10.391	
0425	Parking Warden	9.330	9.451		9.587	÷.

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0427	Parking Aide	7.405	7.526		7.666	
0433	Sign Painter II	10.687	10.997		11.333	
0435	Parkng Meter Repr III	10.823	10.980		11.157	
0437	Dispatcher	8.841	8.959		9.097	
0439	Security Insp-Disp-Stkpr	10.097	10.235	122	10.391	
0629	Labor Pool Aide	6.890	7.000		7.128	
0633	Crew Leader	7.817		7.916	8.039	
0726	Tree Trimmer Trainee	8.375		8.478	8.783	
0727	Tree Trimmer I	10.235	10.391		10.530	
0729	Tree Trimmer II	10.530	10.687		10.823	
0731	Tree Trimmer III	10.823	10.997		11.157	
0735	Park Maint Worker I	9.823	9.959		10.097	
0737	Park Maint Worker II	10.235	10.391		10.530	
0739	Park Maint Worker III	10.823	10.997		11.157	
0740	Park Mt Wrkr III/Welder	10.559	10.728		10.884	
0745	Senior Custodian	9.706	9.980		10.256	
0747	Custodian	6.704		7.013	12	E
0749	Custodial Worker	8.374	8.569		8.783	
0910	Bldg Maint Caretaker	8.973		9.959	10.097	
0911	Bldg Maint Worker II	9.823	9.959		10.097	
0913	Bldg Maint Worker III	10.235	10.391		10.530	• ••
0915	Bldg Maint Worker IV	10.606	10.801		10.997	-

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0917	Sr Bldg Maint Worker	11.077	11.273		11.468	
0919	Chief Bldg Maint Worker	11.570	11.765		11.960	
0923	Bldg Maint Worker I	9.330	9.451		9.588	
1013	Watr & San Maint Wrk I	9.823	9.959		10.097	
1014	Mech Repair-Group Lder	12.250		12.589	12.929	
1015	Sewage Mech Repairer	11.681	12.019		12.359	
1016	Instrument Repairer	14.246	14.467		14.834	
1017	Watr & San Maint Wrk II	10.235	10.391		10.530	
1018	Restoration Technician	11.280	11.487		11.700	
1019	Water Plant Operator	10.299		10.462	10.760	11.061
1021	Water Meter Servicer I	9.823	9.959		10.097	
1023	Water Meter Servicer II	10.235	10.391		10.530	
1025	Water Meter Servicer III	10.530	10.687		10.823	
1027	Water Mech Repairer	10.844	11.177		11.510	
1109	Sewage Plant Operator	11.380		11.522	11.843	12.179
1110	Process Control Tech	16.154				
1113	Laboratory Technician	11.106		11.282	11.604	11.928
1115	Sr Laboratory Tech	14.247	14.467		14.834	
1315	Equipment Operator I	9.959	10.097		10.235	
1317	Equipment Operator II	10.530	10.687		10.823	
1319	Utility Equip Oper I	10.850	10.985		11.143	
1321	Carpenter	11.570	11.765		11.960	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
1322	Carpenter Trainee	11.265		2	
1323	Head Storekeeper	9.843	10.097	10.391	
1325	Storekeeper	9.451	9.706	9.980	
1327	Timekeeper	9.581	9.823	10.119	
1328	Landfill Scale Attendant	10.373	10.521	10.682	
1329	Laborer I	9.330	9.451	9.588	
1331	Laborer II	9.706	9.823	9.959	
1333	Laborer III	10.097	10.235	10.391	
1335	Sanitation Worker	9.706	9.823	9.959	
1336	Sanitation Worker III	10.797	10.935	11.091	
1337	Watcher	9.330	9.451	9.588	
1339	Utility Laborer III	10.235	10.391	10.530	
1341	Laborer IV	10.530	10.724	10.923	
1343	Temp Laborer	6.280			
1347	Temporary Laborer II	9.706			
1351	Small Engine Maint Aide	8.375	8.478	8.783	
1353	Special Services Aide	10.957	11.112	11.291	
1403	Auto Mechanic I	9.823	9.959	10.097	
1405	Auto Mechanic II	10.530	10.687	10.823	
1406	Mechanic III Apprentice	6.898			
1407	Auto Mechanic III	11.968	12.161	12.331	
1409	Maintenance Mechanic	10.687	10.823	10.980	

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
1411	Blacksmith	9.748	9.888		10.046	(4)*)
1425	Vehicle Service Worker	9.589	9.706		9.823	
1427	Welder Mech Trainee	8.254	8.569		8.959	
1429	Welder Mechanic	9.823	9.959		10.097	
1431	Senior Welder Mechanic	11.077	11.273		11.468	
1433	Master Mechanic	12.781	12.992		13.207	
1434	HVAC Maintenance Wrkr	12.138		12.394	12.65	1 Å 1
4010	Stadium Electrician	14.247	14.467		14.834	
4011	Std Mechanic Repairer	12.586				
4014	Loading Dock Worker	10.16				
4015	Mechanic	12.586				
4016	Stadium Custodian	9.116	9.353		9.588	
4019	Senior Stadium Custodian	9.706	9.98		10.256	×
4047	Std Air Cond & Rfrg Mech	14.247	14.467		14.834	
4051	Std Turf Specialist	11.96				
4052	Std Air Cond & Rfrg Appr	10.923				g 4
4057	Stadium Sr Labor Aide	9.252				·
4060	Stadium Dock Attendant	10.16				
4062	Asst Std Turf Specialist	9.129				
4063	Warehouse Attendant	10.411				
4064	Stad Conversion Team	12.044				
4065	Stadium Laborer	9.706	9.829		9.959	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
4072	Std Air Cond & Rfrg I	11.96	12.111	12.586	
4076	Std Mech RprPlumber	12.586			
4077	Std Mech RprCarpenter	12.586			
4078	Std Mech RprWelder	12.586			

PAY PLAN LOCAL 2002 -- INCLUDING SKILLED TRADES EFFECTIVE OCTOBER 1, 1995

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0297	Custodian Aide	7.628	7.752		7.896	
0326	Sup Insp Dsp Strkpr Aide	7.628	7.752		7.896	
0330	Tool Keeper	7.628	7.752		7.896	
0367	Water Meter Srvr Asst	7.628	7.752		7.896	
0371	Inventory Worker	7.628	7.752		7.896	
0383	Plant Operator Trainee	8.626		8.733	9.046	
0384	Timekeeper Assistant	7.628	7.752		7.896	
0385	Vehicle Serv Wrkr Trainee	7.628	7.752		7.896	
0386	Property Clerk	8.268	8.471		8.669	
0387	Building Maint Helper	7.628	7.752		7.896	
0389	Laborer Assistant	7.628	7.752		7.896	
0400	Storekeeper Aide	7.628	7.752		7.896	
0406	Senior Util Elect	15.746	15.991		16.397	
0407	Utility Electrician	14.675	14.901		15.279	
0409	Radio Technician I	12.007	12.374		12.735	
0411	Radio Technician II	12.567	12.952		13.360	
0415	Sign Painter I	10.564		10.703	11.008	11.327
0417	Traffic Service Worker	10.400	10.542		10.703	
0419	Parking Meter Repairer I	10.542	10.703		10.846	
0421	Parking Meter Repairer II	10.846	11.008		11.148	
0423	Watcher/Dispatcher	10.400	10.542		10.703	
0425	Parking Warden	9.61	9.735		9.875	-

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0427	Parking Aide	7.628	7.752		7.896	
0433	Sign Painter II	11.008	11.327		11.673	
0435	Parkng Meter Repr III	11.148	11.31	16	11.492	
0437	Dispatcher	9.107	9.228		9.370	
0439	Security Insp-Disp-Stkpr	10.400	10.542	*	10.703	
0629	Labor Pool Aide	7.097	7.21		7.342	
0633	Crew Leader	8.052		8.154	8.281	
0726	Tree Trimmer Trainee	8.627		8.733	9.047	
0727	Tree Trimmer I	10.542	10.703		10.846	
0729	Tree Trimmer II	10.846	11.008		11.148	
0731	Tree Trimmer III	11.148	11.327		11.492	
0735	Park Maint Worker I	10.118	10.258		10.400	
0737	Park Maint Worker II	10.542	10.703		10.846	
0739	Park Maint Worker III	11.148	11.327		11.492	
0740	Park Mt Wrkr III/Welder	11.148	11.327		11.492	
0745	Senior Custodian	9.998	10.280		10.564	
0747	Custodian	6.906		7.224		
0749	Custodial Worker	8.626	8.826		9.047	
0910	Bldg Maint Caretaker	9.243		10.258	10.400	
0911	Bldg Maint Worker II	10.118	10.258	:	10.400	
0913	Bldg Maint Worker III	10.542	10.703		10.846	
0915	Bldg Maint Worker IV	10.925	11.125		11.327	,ä.,

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0917	Sr Bldg Maint Worker	11.410	11.612		11.812	4
0919	Chief Bldg Maint Worker	11.918	12.118		12.319	
0923	Bldg Maint Worker I	9.610	9.735		9.876	
1013	Watr & San Maint Wrk I	10.118	10.258		10.400	
1014	Mech Repair-Group Lder	12.618	38) 31	12.967	13.317	
1015	Sewage Mech Repairer	12.032	12.380		12.730	
1016	Instrument Repairer	14.697	14.901		15.279	a
1017	Watr & San Maint Wrk II	10.542	10.703		10.846	
1018	Restoration Technician	11.619	11.832		12.051	
1019	Water Plant Operator	10.608		10.776	11.083	11.393
1021	Water Meter Servicer I	10.118	10.258		10.40	
1023	Water Meter Servicer II	10.542	10.703		10.846	
1025	Water Meter Servicer III	10.846	11.008		11.148	
1027	Water Mech Repairer	11.170	11.513		11.856	
1109	Sewage Plant Operator	11.722		11.868	12.199	12.545
1110	Process Control Tech	16.639				
1113	Laboratory Technician	11.440		11.621	11.953	12.286
1115	Sr Laboratory Tech	14.675	14.901		15.279	
1315	Equipment Operator I	10.258	10.440		10.542	
1317	Equipment Operator II	10.846	11.008		11.148	
1319	Utility Equip Oper I	11.176	11.315		11.478	۵
1321	Carpenter	11.918	12.118		12.319	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
1322	Carpenter Trainee	11.603			e#
1323	Head Storekeeper	10.139	10.400	10.703	
1325	Storekeeper	9.735	9.998	10.280	
1327	Timekeeper	9.817	10.118	10.423	
1328	Landfill Scale Attendant	10.685	10.837	11.003	
1329	Laborer I	9.61	9.735	9.876	
1331	Laborer II	9.998	10.118	10.258	а 2
1333	Laborer III	10.400	10.542	10.703	
1335	Sanitation Worker	9.998	10.118	10.258	
1336	Sanitation Worker III	11.121	11.263	11.424	
1337	Watcher	9.610	9.735	9.876	
1339	Utility Laborer III	10.542	10.703	10.846	
1341	Laborer IV	10.846	11.046	11.251	÷
1343	Temp Laborer	6.469			
1347	Temporary Laborer II	9.998			
1351	Small Engine Maint Aide	8.627	8.733	9.047	
1353	Special Services Aide	11.286	11.446	11.630	
1403	Auto Mechanic I	10.118	10.258	10.400	
1405	Auto Mechanic II	10.846	11.008	11.148	
1406	Mechanic III Apprentice	7.105			
1407	Auto Mechanic III	12.327	12.526	12.701	. N 40
1409	Maintenance Mechanic	11.008	11.148	11.310	а . В ₁₈

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
1411	Blacksmith	10.041	10.185		10.348	
1425	Vehicle Service Worker	9.877	9.998		10.118	
1427	Welder Mech Trainee	8.502	8.826	8	9.228	
1429	Welder Mechanic	10.118	10.258		10.400	
1431	Senior Welder Mechanic	11.410	11.612		11.812	
1433	Master Mechanic	13.165	13.382		13.604	
1434	HVAC Maintenance Wrkr	12.503		12.766	13.030	
4010	Stadium Electrician	14.675	14.901		15.279	
4011	Std Mechanic Repairer	12.964				
4014	Loading Dock Worker	10.465				
4015	Mechanic	12.964				
4016	Stadium Custodian	9.390	9.634		9.876	
4019	Senior Stadium Custodian	9.998	10.280		10.564	
4047	Std Air Cond & Rfrg Mech	14.675	14.901		15.279	
4051	Std Turf Specialist	12.319				
4052	Std Air Cond & Rfrg Appr	11.251				
4057	Stadium Sr Labor Aide	9.530				54).
4060	Stadium Dock Attendant	10.465				
4062	Asst Std Turf Specialist	9.403				
4063	Warehouse Attendant	10.724				
4064	Stad Conversion Team	12.406				
4065	Stadium Laborer	9.998	10.124		10.258	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
4072	Std Air Cond & Rfrg I	12.319	12.475	12.964	
4076	Std Mech RprPlumber	12.964			
4077	Std Mech RprCarpenter	12.964			
4078	Std Mech RprWelder	12.964			

PAY PLAN LOCAL 2002 -- INCLUDING SKILLED TRADES EFFECTIVE JULY 1, 1996

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0297	Custodian Aide	7.781	7.907		8.054	
0326	Sup Insp Dsp Strkpr Aide	7.781	7.907		8.054	
0330	Tool Keeper	7.781	7.907		8.054	
0367	Water Meter Srvr Asst	7.781	7.907		8.054	
0371	Inventory Worker	7.781	7.907		8.054	
0383	Plant Operator Trainee	8.799		8.908	9.227	
0384	Timekeeper Assistant	7.781	7.907		8.054	
0385	Vehicle Serv Wrkr Trainee	7.781	7.907		8.054	
0386	Property Clerk	8.434	8.641		8.843	
0387	Building Maint Helper	7.781	7.907		8.054	
0389	Laborer Assistant	7.781	7.907		8.054	
0400	Storekeeper Aide	7.781	7.907		8.054	
0406	Senior Util Elect	16.061	16.311		16.725	
0407	Utility Electrician	14.969	15.199		15.585	
0409	Radio Technician I	12.248	12.622		12.990	
0411	Radio Technician II	12.819	13.211		13.628	
0415	Sign Painter I	10.776		10.917	11.229	11.554
0417	Traffic Service Worker	10.608	10.753		10.917	
0419	Parking Meter Repairer I	10.753	10.917		11.063	
0421	Parking Meter Repairer II	11.063	11.229		11.371	
0423	Watcher/Dispatcher	10.608	10.753		10.917	
0425	Parking Warden	9.803	9.930		10.073	,

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR	
0427	Parking Aide	7.781	7.907		8.054	- 4.*	
0433	Sign Painter II	11.229	11.554		11.907		
0435	Parkng Meter Repr III	11.371	11.537		11.722		
0437	Dispatcher	9.290	9.413		9.558		
0439	Security Insp-Disp-Stkpr	10.608	10.753		10.917		
0629	Labor Pool Aide	7.239	7.355		7.489		
0633	Crew Leader	8.213		8.317	8.447	1	
0726	Tree Trimmer Trainee	8.800		8.908	9.228		
0727	Tree Trimmer I	10.753	10.917		11.063		
0729	Tree Trimmer II	11.063	11.229		11.371		
0731	Tree Trimmer III	11.371	11.554		11.722	an a links	
0735	Park Maint Worker I	10.321	10.464		10.608		
0737	Park Maint Worker II	10.753	10.917		11.063		
0739	Park Maint Worker III	11.371	11.554		11.722		
0740	Park Mt Wrkr III/Welder	11.371	11.554		11.722		
0745	Senior Custodian	10.198	10.486		10.776		
0747	Custodian	7.045		7.369			
0749	Custodial Worker	8.799	9.003		9.228		
0910	Bldg Maint Caretaker	9.428		10.464	10.608		
0911	Bldg Maint Worker II	10.321	10.464		10.608		
0913	Bldg Maint Worker III	10.753	10.917		11.063		
0915	Bldg Maint Worker IV	11.144	11.348		11.554		

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0917	Sr Bldg Maint Worker	11.639	11.845		12.049	
0919	Chief Bldg Maint Worker	12.157	12.361		12.566	
0923	Bldg Maint Worker I	9.803	9.930		10.074	
1013	Watr & San Maint Wrk I	10.321	10.464		10.608	
1014	Mech Repair-Group Lder	12.871		13.227	13.584	
1015	Sewage Mech Repairer	12.273	12.628		12.985	
1016	Instrument Repairer	14.966	15.199		15.585	
1017	Watr & San Maint Wrk II	10.753	10.917		11.063	
1018	Restoration Technician	11.851	12.069		12.292	
1019	Water Plant Operator	10.820		10.992	11.305	11.621
1021	Water Meter Servicer I	10.320	10.463		10.608	
1023	Water Meter Servicer II	10.753	10.917		11.063	
1025	Water Meter Servicer III	11.063	11.228		11.371	
1027	Water Mech Repairer	11.393	11.743		12.093	
1109	Sewage Plant Operator	11.956		12.105	12.443	12.796
1110	Process Control Tech	16.972				
1113	Laboratory Technician	11.669		11.853	12.192	12.532
1115	Sr Laboratory Tech	14.969	15.199		15.585	
1315	Equipment Operator I	10.463	10.608		10.753	
1317	Equipment Operator II	11.063	11.228		11.371	
1319	Utility Equip Oper I	11.400	11.541		11.708	
1321	Carpenter	12.156	12.360		12.565	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
1322	Carpenter Trainee	11.835			27
1323	Head Storekeeper	10.342	10.608	10.917	
1325	Storekeeper	9.930	10.198	10.486	
1327	Timekeeper	10.013	10.320	10.631	
1328	Landfill Scale Attendant	10.899	11.054	12.223	
1329	Laborer I	9.802	9.930	10.074	
1331	Laborer II	10.198	10.320	10.463	
1333	Laborer III	10.608	10.753	10.917	
1335	Sanitation Worker	10.198	10.320	10.463	
1336	Sanitation Worker III	11.344	11.484	11.653	
1337	Watcher	9.802	9.930	10.074	
1339	Utility Laborer III	10.753	10.917	11.063	
1341	Laborer IV	11.063	11.267	11.476	12
1343	Temp Laborer	6.598			
1347	Temporary Laborer II	10.198			
1351	Small Engine Maint Aide	8.800	8.908	9.228	
1353	Special Services Aide	11.512	11.675	11.863	
1403	Auto Mechanic I	10.320	10.463	10.608	R
1405	Auto Mechanic II	11.063	11.228	11.371	
1406	Mechanic III Apprentice	7.247			
1407	Auto Mechanic III	12.574	12.777	12.955	
1409	Maintenance Mechanic	11.228	11.371	11.536	8.

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YI	R
1411	Blacksmith	10.242	10.389		10.555		
1425	Vehicle Service Worker	10.075	10.198		10.320		
1427	Welder Mech Trainee	8.672	9.003		9.413		
1429	Welder Mechanic	10.320	10.463		10.608		
1431	Senior Welder Mechanic	11.638	11.844		12.048		
1433	Master Mechanic	13.428	13.650		13.876		
1434	HVAC Maintenance Wrkr	12.753		13.021	13.291		
4010	Stadium Electrician	14.969	15.199		15.585		
4011	Std Mechanic Repairer	13.223					
4014	Loading Dock Worker	10.674					
4015	Mechanic	13.223					
4016	Stadium Custodian	9.578	9.827		10.074		
4019	Senior Stadium Custodian	10.198	10.486		10.775		
4047	Std Air Cond & Rfrg Mech	14.969	15.199		15.585		
4051	Std Turf Specialist	12.565					
4052	Std Air Cond & Rfrg Appr	11.476					
4057	Stadium Sr Labor Aide	9.721				۸.	
4060	Stadium Dock Attendant	10.674					
4062	Asst Std Turf Specialist	9.591					
4063	Warehouse Attendant	10.938					
4064	Stad Conversion Team	12.654					
4065	Stadium Laborer	10.198	10.326		10.463		

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
4072	Std Air Cond & Rfrg I	12.565	12.725	13.223	
4076	Std Mech RprPlumber	13.223			
4077	Std Mech RprCarpenter	13.223			
4078	Std Mech RprWelder	13.223			

PAY PLAN LOCAL 2002 -- INCLUDING SKILLED TRADES EFFECTIVE JULY 1, 1997

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0297	Custodian Aide	7.976	8.105		8.256	
0326	Sup Insp Dsp Strkpr Aide	7.976	8.105		8.256	
0330	Tool Keeper	7.976	8.105		8.256	
0367	Water Meter Srvr Asst	7.976	8.105		8.256	
0371	Inventory Worker	7.976	8.105		8.256	
0383	Plant Operator Trainee	9.019		9.131	9.458	
0384	Timekeeper Assistant	7.976	8.105		8.256	
0385	Vehicle Serv Wrkr Trainee	7.976	8.105		8.256	
0386	Property Clerk	8.645	8.857	νī	9.064	
0387	Building Maint Helper	7.976	8.105		8.256	
0389	Laborer Assistant	7.976	8.105		8.256	
0400	Storekeeper Aide	7.976	8.105		8.256	
0406	Senior Util Elect	16.463	16.719		17.144	
0407	Utility Electrician	15.344	15.579		15.975	
0409	Radio Technician I	12.555	12.938		13.315	
0411	Radio Technician II	13.140	13.542		13.969	
0415	Sign Painter I	11.046		11.190	11.510	11.843
0417	Traffic Service Worker	10.874	11.022		11.190	
0419	Parking Meter Repairer I	11.022	11.190		11.340	
0421	Parking Meter Repairer II	11.340	11.510		11.656	4
0423	Watcher/Dispatcher	10.874	11.022		11.190	
0425	Parking Warden	10.048	10.179		10.325	

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CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0427	Parking Aide	7.976	8.105		8.255	
0433	Sign Painter II	11.510	11.843		12.205	
0435	Parkng Meter Repr III	11.656	11.826		12.015	
0437	Dispatcher	9.523	9.649		9.797	
0439	Security Insp-Disp-Stkpr	10.874	11.022		11.190	
0629	Labor Pool Aide	7.420	7.539		7.677	
0633	Crew Leader	8.419		8.525	8.658	
0726	Tree Trimmer Trainee	9.020		9.131	9.459	
0727	Tree Trimmer I	11.022	11.190		11.340	
0729	Tree Trimmer II	11.340	11.510		11.656	
0731	Tree Trimmer III	11.656	11.843		12.015	
0735	Park Maint Worker I	10.579	10.726		10.874	
0737	Park Maint Worker II	11.022	11.190		11.340	
0739	Park Maint Worker III	11.656	11.843		12.015	
0740	Park Mt Wrkr III/Welder	11.656	11.843		12.015	
0745	Senior Custodian	10.453	10.749		11.046	
0747	Custodian	7.222		7.554		
0749	Custodial Worker	9.019	9.228		9.459	
0910	Bldg Maint Caretaker	9.664		10.726	10.874	
0911	Bldg Maint Worker II	10.579	10.726		10.874	
0913	Bldg Maint Worker III	11.022	11.190		11.340	
0915	Bldg Maint Worker IV	11.423	11.632		11.843	2.10

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0917	Sr Bldg Maint Worker	11.930	12.142		12.351	
0919	Chief Bldg Maint Worker	12.461	12.670		12.881	
0923	Bldg Maint Worker I	10.048	10.179	÷.	10.326	
1013	Watr & San Maint Wrk I	10.579	10.913		10.874	
1014	Mech Repair-Group Lder	13.193		13.558	13.924	
1015	Sewage Mech Repairer	12.580	12.944		13.310	
1016	Instrument Repairer	15.340	15.579		15.975	
1017	Watr & San Maint Wrk II	11.022	11.190		11.340	
1018	Restoration Technician	12.147	12.371		12.599	
1019	Water Plant Operator	11.091		11.267	11.588	11.912
1021	Water Meter Servicer I	10.578	10.725	4	10.873	
1023	Water Meter Servicer II	11.022	11.190		11.340	
1025	Water Meter Servicer III	11.340	11.509		11.655	
1027	Water Mech Repairer	11.678	12.037		12.395	
1109	Sewage Plant Operator	12.255		12.408	12.754	13.116
1110	Process Control Tech	17.055			94 	
1113	Laboratory Technician	11.961		12.149	12.497	12.845
1115	Sr Laboratory Tech	15.373	15.579		15.975	
1315	Equipment Operator I	10.725	10.873		11.022	
1317	Equipment Operator II	11.340	11.509		11.655	
1319	Utility Equip Oper I	11.685	11.830		12.001	
1321	Carpenter	12.460	12.669		12.879	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
1322	Carpenter Trainee	12.131			
1323	Head Storekeeper	10.601	10.873	11.190	
1325	Storekeeper	10.178	10.453	10.748	
1327	Timekeeper	10.263	10.578	10.897	
1328	Landfill Scale Attendant	11.171	11.330	12.529	
1329	Laborer I	10.047	10.178	10.326	
1331	Laborer II	10.453	10.578	10.725	
1333	Laborer III	10.873	11.022	11.190	
1335	Sanitation Worker	10.453	10.578	10.725	
1336	Sanitation Worker III	11.628	11.777	11.945	
1337	Watcher	10.047	10.178	10.326	
1339	Utility Laborer III	11.022	11.190	11.340	
1341	Laborer IV	11.340	11.549	11.763	
1343	Temp Laborer	6.763			
1347	Temporary Laborer II	10.453			
1351	Small Engine Maint Aide	9.020	9.131	9.459	
1353	Special Services Aide	11.800	11. 9 67	12.160	
1403	Auto Mechanic I	10.578	10.725	10.873	
1405	Auto Mechanic II	11.340	11.509	11.655	
1406	Mechanic III Apprentice	7.428			
1407	Auto Mechanic III	12.888	13.096	13.279	
1409	Maintenance Mechanic	11.509	11.655	11.824	- A.

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CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
1411	Blacksmith	10.498	10.649		10.819	
1425	Vehicle Service Worker	10.327	10.453		10.578	
1427	Welder Mech Trainee	8.889	9.228		9.648	
1429	Welder Mechanic	10.578	10.725		10.873	
1431	Senior Welder Mechanic	11.929	12.140		12.349	
1433	Master Mechanic	13.764	13.991		14.223	
1434	HVAC Maintenance Wrkr	13.072		13.347	13.623	
4010	Stadium Electrician	15.343	15.579		15.975	
4011	Std Mechanic Repairer	13.554				
4014	Loading Dock Worker	10.941				
4015	Mechanic	13.554				
4016	Stadium Custodian	9.817	10.073		10.326	
4019	Senior Stadium Custodian	10.453	10.748		11.044	
4047	Std Air Cond & Rfrg Mech	15.343	15.579		15.975	
4051	Std Turf Specialist	12.879				
4052	Std Air Cond & Rfrg Appr	11.763				
4057	Stadium Sr Labor Aide	9.964				2
4060	Stadium Dock Attendant	10.941				
4062	Asst Std Turf Specialist	9.831			*	
4063	Warehouse Attendant	11.211				
4064	Stad Conversion Team	12.970				•
4065	Stadium Laborer	10.453	10.584		10.725	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
4072	Std Air Cond & Rfrg I	12.879	13.043	13.554	
4076	Std Mech RprPlumber	13.554			÷.,
4077	Std Mech RprCarpenter	13.554			
4078	Std Mech RprWelder	13.554			

PAY PLAN LOCAL 2002 -- INCLUDING SKILLED TRADES EFFECTIVE JUNE 30, 1998

CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR	
0297	Custodian Aide	8.215	8.348		8.504		
0326	Sup Insp Dsp Strkpr Aide	8.215	8.348		8.504		
0330	Tool Keeper	8.215	8.348		8.504		
0367	Water Meter Srvr Asst	8.215	8.348		8.504		
0371	Inventory Worker	8.215	8.348		8.504		
0383	Plant Operator Trainee	9.290		9.405	9.742		
0384	Timekeeper Assistant	8.215	8.348		8.504		
0385	Vehicle Serv Wrkr Trainee	8.215	8.348		8.504		
0386	Property Clerk	8.904	9.123		9.336		
0387	Building Maint Helper	8.215	8.348		8.504		
0389	Laborer Assistant	8.215	8.348		8.504		
0400	Storekeeper Aide	8.215	8.348		8.504		
0406	Senior Util Elect	16.957	17.221		17.658		
0407	Utility Electrician	15.804	16.046		16.454		
0409	Radio Technician I	12.932	13.326		13.714		
0411	Radio Technician II	13.534	13.948		14.388	4	
0415	Sign Painter I	11.377		11.526	11.855	12.198	
0417	Traffic Service Worker	11.200	11.353		11.526		
0419	Parking Meter Repairer I	11.353	11.526		11.680		
0421	Parking Meter Repairer II	11.680	11.855		12.006		
0423	Watcher/Dispatcher	11.200	11.353		11.526		
0425	Parking Warden	10.349	10.484		10.635		

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CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
0427	Parking Aide	8.215	8.348	*1	8.504	
0433	Sign Painter II	11.855	12.198		12.571	
0435	Parkng Meter Repr III	12.006	12.181	8	12.375	
0437	Dispatcher	9.809	9.938		10.091	
0439	Security Insp-Disp-Stkpr	11.200	11.353		11.526	
0629	Labor Pool Aide	7.643	7.765		7.907	
0633	Crew Leader	8.672		8.781	8.918	
0726	Tree Trimmer Trainee	9.291		9.405	9.743	
0727	Tree Trimmer I	11.353	11.526		11.680	
0729	Tree Trimmer II	11.680	11.855		12.006	
0731	Tree Trimmer III	12.006	12.198		12.375	
0735	Park Maint Worker I	10.896	11.048		11.200	
0737	Park Maint Worker II	11.353	11.300		11.680	
0739	Park Maint Worker III	12.006	12.198		12.375	
0740	Park Mt Wrkr III/Welder	12.006	12.198		12.375	
0745	Senior Custodian	10.767	11.071		11.377	
0747	Custodian	7.439		7.781	٠	
0749	Custodial Worker	9.290	9.505		9.743	
0910	Bldg Maint Caretaker	9.954		11.048	11.200	
0911	Bldg Maint Worker II	10.896	11.048		11.200	
0913	Bldg Maint Worker III	11.353	11.526		11.680	
0915	Bldg Maint Worker IV	11.766	11.981		12.198	-

	CODE	CLASS	START	3 MOS	6 MOS	1 YR	2 YR
	0917	Sr Bldg Maint Worker	12.288	12.506		12.722	-14
	0919	Chief Bldg Maint Worker	12.835	13.050		13.267	· · · ·
	0923	Bldg Maint Worker I	10.349	10.484		10.636	
	1013	Watr & San Maint Wrk I	10.896	11.240		11.200	84 - 12 -
	1014	Mech Repair-Group Lder	13.589		13.965	14.342	
	1015	Sewage Mech Repairer	12.957	13.332		13.709	
	1016	Instrument Repairer	15.800	16.046		16.454	
	1017	Watr & San Maint Wrk II	11.353	11.526		11.680	
	1018	Restoration Technician	12.511	12.742		12.977	
	1019	Water Plant Operator	11.424		11.605	11.936	12.269
	1021	Water Meter Servicer I	10.895	11.047		11.199	
	1023	Water Meter Servicer II	11.353	11.526		11.680	
	1025	Water Meter Servicer III	11.680	11.854		12.005	
	1027	Water Mech Repairer	12.028	12.398		12.767	
	1109	Sewage Plant Operator	12.623		12.780	13.137	13.509
	1110	Process Control Tech	17.567				** S
	1113	Laboratory Technician	12.320		12.513	12.872	13.230
	1115	Sr Laboratory Tech	15.803	16.046		16.454	
•	1315	Equipment Operator I	11.047	11.199		11.353	
	1317	Equipment Operator II	11.680	11.854		12.005	
	1319	Utility Equip Oper I	12.036	12.185		12.361	·.
	1321	Carpenter	12.834	13.049		13.265	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
1322	Carpenter Trainee	12.495			
1323	Head Storekeeper	10.919	11.199	11.526	
1325	Storekeeper	10.483	10.767	11.070	
1327	Timekeeper	10.571	10.895	11.224	
1328	Landfill Scale Attendant	11.506	11.670	12.905	
1329	Laborer I	10.348	10.483	10.636	
1331	Laborer II	10.767	10.895	11.047	
1333	Laborer III	11.199	11.353	11.526	
1335	Sanitation Worker	10.767	10.895	11.047	
1336	Sanitation Worker III	11.977	12.131	12.304	
1337	Watcher	10.348	10.483	10.636	
1339	Utility Laborer III	11.353	11.526	11.680	
1341	Laborer IV	11.680	11.895	12.116	
1343	Temp Laborer	6.966			
1347	Temporary Laborer II	10.767			
1351	Small Engine Maint Aide	9.291	9.405	9.743	
1353	Special Services Aide	12.154	12.326	12.525	
1403	Auto Mechanic I	10.895	11.047	11.199	
1405	Auto Mechanic II	11.680	11.854	12.005	
1406	Mechanic III Apprentice	7.651			
1407	Auto Mechanic III	13.275	13.489	13.677	
1409	Maintenance Mechanic	11.854	12.005	12.179	

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CODE	CLASS	START	3 MOS	6 MOS	1 YR	2
1411	Blacksmith	10.813	10.968		11.144	
1425	Vehicle Service Worker	10.637	10.767		10.895	
1427	Welder Mech Trainee	9.156	9.505	5	9.937	
1429	Welder Mechanic	10.895	11.047		11.199	
1431	Senior Welder Mechanic	12.287	12.504		12.719	
1433	Master Mechanic	14.177	14.411		14.650	
1434	HVAC Maintenance Wrkr	13.464		13.747	14.032	
4010	Stadium Electrician	15.803	16.046		16.454	
4011	Std Mechanic Repairer	13.961				
4014	Loading Dock Worker	11.269				
4015	Mechanic	13.961				
4016	Stadium Custodian	10.112	10.375		10.636	
4019	Senior Stadium Custodian	10.767	11.070		11.375	
4047	Std Air Cond & Rfrg Mech	15.803	16.046		16.454	
4051	Std Turf Specialist	13.265				
4052	Std Air Cond & Rfrg Appr	12.116				
4057	Stadium Sr Labor Aide	10.263				
4060	Stadium Dock Attendant	11.269				
4062	Asst Std Turf Specialist	10.126				
4063	Warehouse Attendant	11.547				
4064	Stad Conversion Team	13.359				
4065	Stadium Laborer	10.767	10.902		11.047	

CODE	CLASS	START	3 MOS	6 MOS 1 YR	2 YR
4072	Std Air Cond & Rfrg I	13.265	13.434	13.961	
4076	Std Mech RprPlumber	13.961	*		
4077	Std Mech RprCarpenter	13.961			
4078	Std Mech RprWelder	13.961	Tit		

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this April day of <u>28</u>, A.D., <u>1995</u>.

CITY OF PONTIAC, a Michigan Municipal Corporation

halie & Harren

Charlie J. Harrison, Jr. Mayor

Mary Williams, City Clerk

Michael Kyritsis / Labor Relations Administrator

Alma Bradley Executive Assistant to Mayor

Wilson ersonnel Director

Judy Wilson Personnel Director

Hymie Jachya

Hymie Dahya Finance Director

unter Masser

Cynthia Walker City Attorney

araine Shitnan 1

San Juana Navarro Executive Assistant

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

ChervincCreary, AFSCME Rep.

Larry G. Marshall, President

Antonio Macias, Vice President

Dennis Bennett, Negotiator

Dan Connolly, Negotiator

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Lee Johnson, Negotiator

Terrence Kilburn, Negotiator

Dorothy Milton, Negotiator

Willie Ramsey, Negotiator

Dennis Scanlon, Negotiator

Angela Carter

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

The City and Union agree to the following Collective Bargaining Agreements:

- 1) July 1, 1988 to June 30, 1991; No non-economic or economic changes from the July 1, 1985 to June 30, 1988 contract.
- July 1, 1991 to June 30, 1994; No non-economic or economic changes from the July 1, 1988 to June 30, 1991 contract.
- 3) July 1, 1994 to March 31, 1995; The parties mutually extend the July 1, 1991 to June 30, 1994 contract on a day to day basis until midnight March 31, 1995.

For the City:

For the Union:

Michael Kyritsis Labor Relations Administrator

Chefyl M¢C rearv

AFSCME, Council 25 Representative

Cypethia thomas Hacken

Larry G. Marshall President, Local 2002

Antonio Macias, Jr. Vice President, Local 2002

Dated: 4-28-95

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

LOCAL #2002 SKILLED TRADES NEGOTIATIONS

This offer encompasses and finalizes all negotiations dealing with Skilled Trades.

The City acknowledges the efforts put forth in the Auto Mechanic Apprenticeship Program and pledges to continue to explore the possibility of implementing the same.

No other apprenticeship programs are contemplated at this point in time, but the City will be open at some future date to explore other programs, when time and resources permit.

The City also offers the following increases per the City's offer of March 14, 1988:

Auto Mechanic III	9%
Laboratory Technician	10%*
Radio Technician I & II	6%
Master Mechanic	9%

*Contingent upon acceptance of proposed job description.

These proposed increases would be effective July 1, 1987, payable June 30, 1988, and pro-rated for employees not in the positions since June 30, 1987. There would be no roll-ups (i.e., retirement or other fringes) this fiscal year as a result of these wage increases, but it would be folded into the fringe packages next fiscal year.

The City's offer includes a 2% increase to Sewage Plant Operators, Sewage Mechanical Repairer and Water Plant Operators effective July 1, 1987, payable June 30, 1988, and pro-rated for employees not in the positions since June 30, 1987.

<u>Sewage Plant Operator</u>: Effective July 1, 1988, a bonus of \$250 per year will be paid to Operators who hold a DNR Class "C" license, and a bonus of \$300 per year to Operators who hold a DNR Class "B" license, with <u>no</u> roll-up.

<u>Sewage Mechanical Repairer</u>: Effective July 1, 1988, a bonus of \$250 per year to Senior Mechanical Repairer and Mechanical Repairers who hold a DNR Class "C" license, and a bonus of \$300 per year to those who hold a DNR Class "B" license, with <u>no</u> roll-up.

Water Plant Operator: Effective July 1, 1988, employees who hold a DPH "D-1" license will receive a \$250 bonus per year, with <u>no</u> roll-up.

<u>Recognize the Water Mechanical Repairer</u>: Effective July 1, 1988, a one-time \$50 bonus be offered to this position.

Memorandum of Understanding Skilled Trades Negotiations Page 2

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

For the City:

Michael Kyritsis/ Labor Relations Administrator

a) Thomas Halker

For the Union:

Cheryl McCreary AFSCME, Council 25 Representative

Larry G. Marshall President, Local 2002

Antonio Macias, Jr. Vice President, Local 2002

Dated: 4-28-95

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

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

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

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

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

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

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

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

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

Stadium Senior Custodian

General Statement of Duties

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

Supervision Received

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

Supervision Exercised

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

Typical Examples of Work

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

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

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

Stadium Mechanic Repairer-Utility

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

Minimum Oualifications:

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

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

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

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

Typical Examples of Work: (continued)

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

Michael Kyritsis 8-14-95 Labor Relations Administrator

95 Éric Walker

Silverdome Executive Director

Tanka

Larry G. Marshall President, Local 2002

Samuel Snorton Negotiator

Dorothy Milton Negotiator

8-15-95 Dated:

