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6/30/98

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF PONTIAC, MICHIGAN**

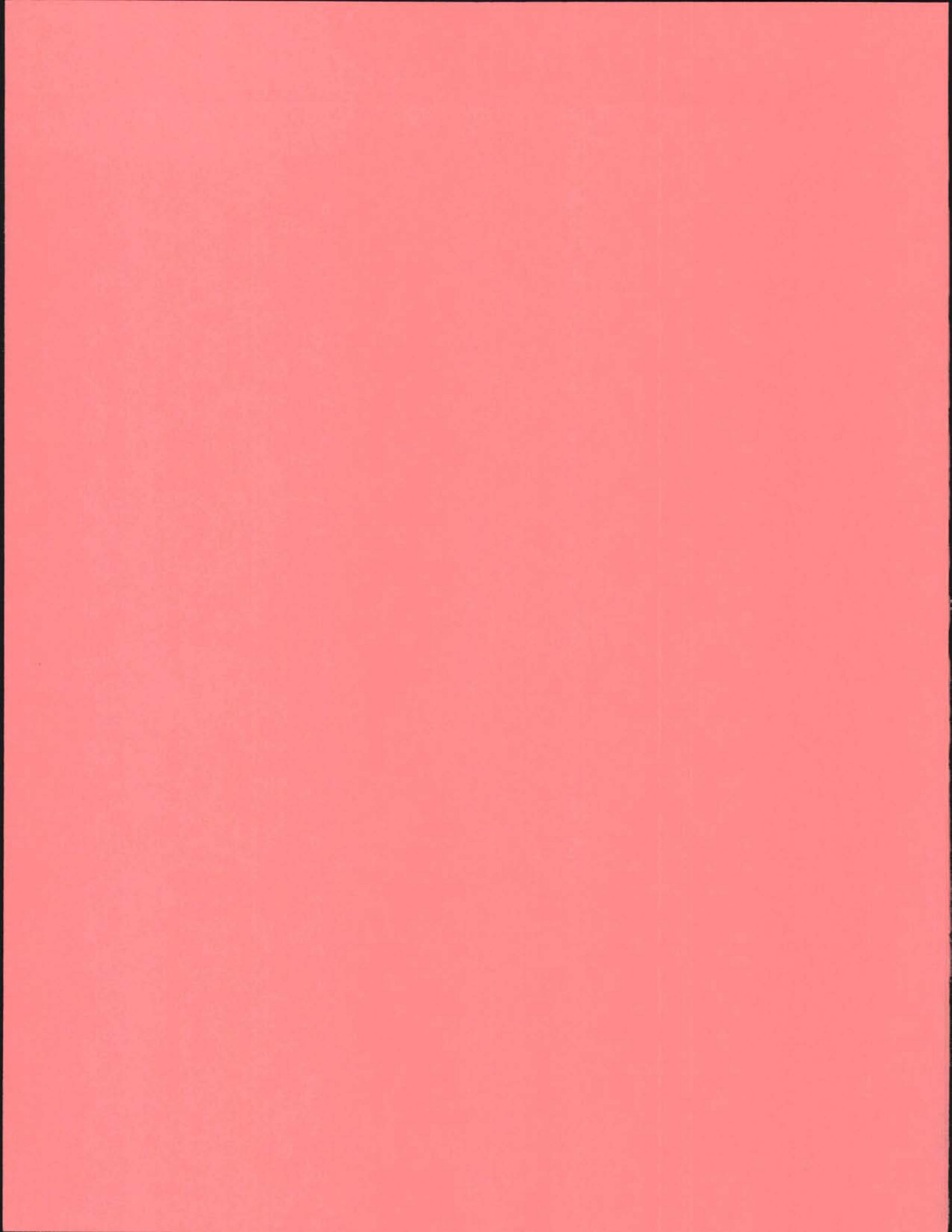
**AND**

**PONTIAC PROFESSIONAL MANAGEMENT  
ASSOCIATION**

*Pontiac City of*

**July 1, 1991 through June 30, 1998**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

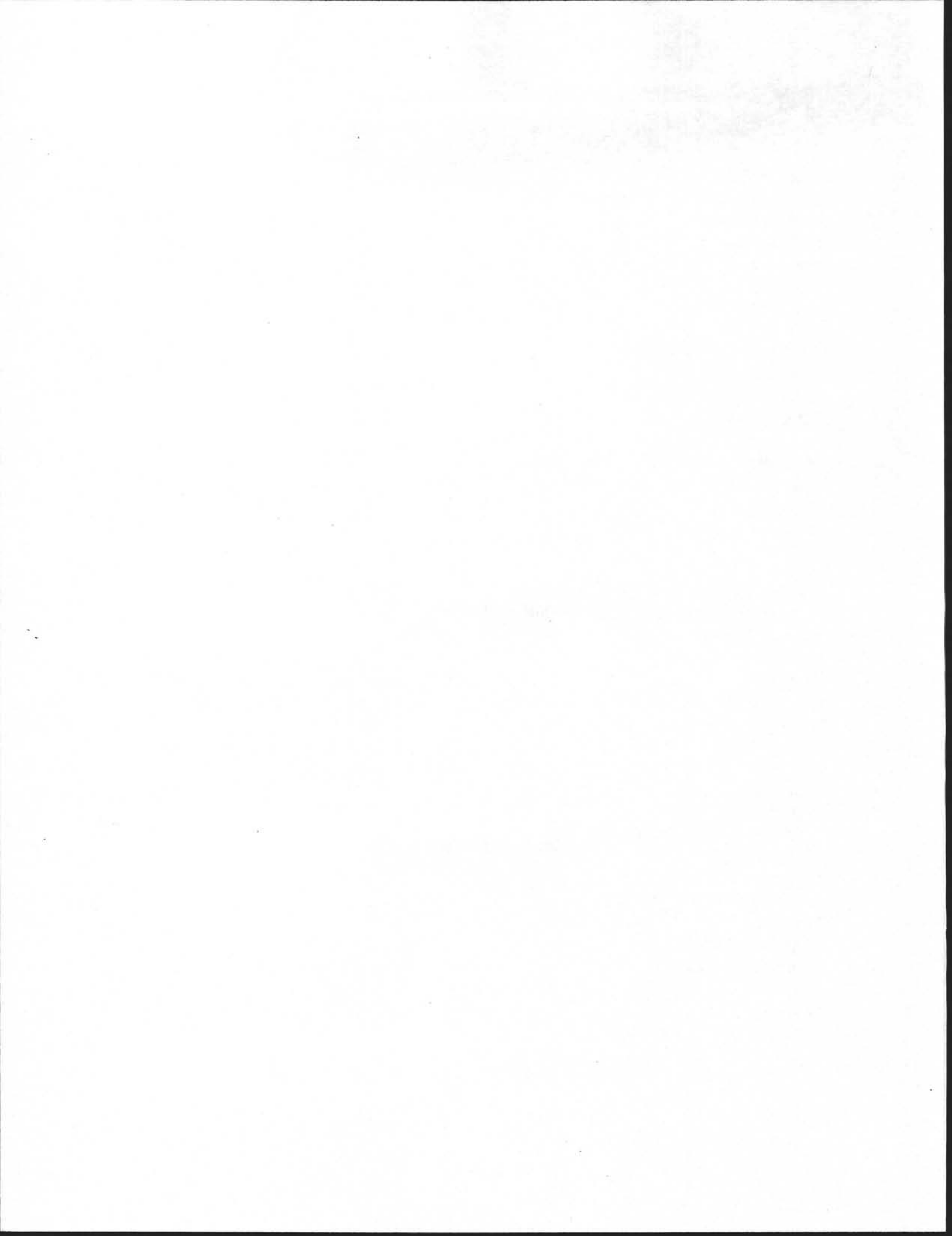


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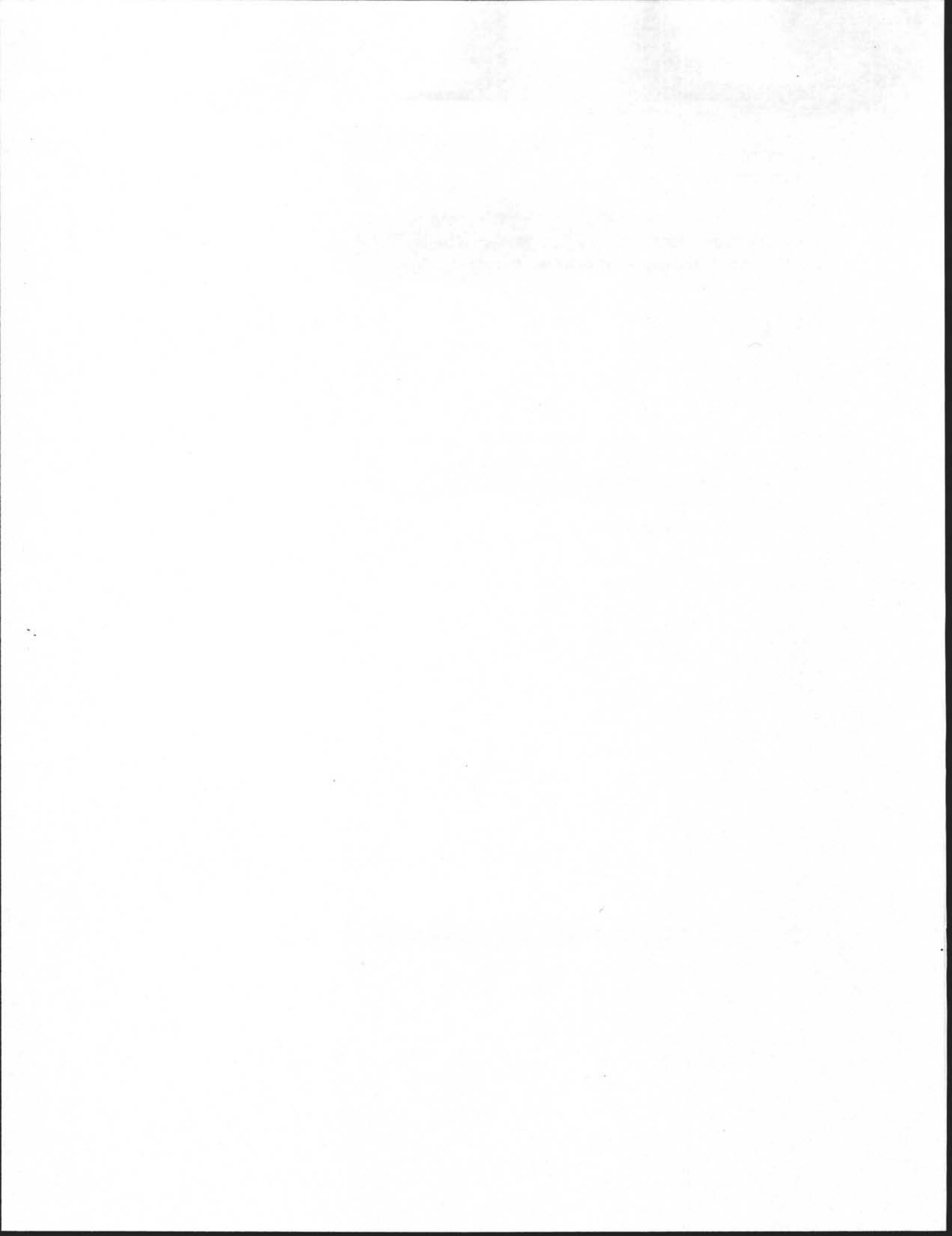
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# PONTIAC PROFESSIONAL MANAGEMENT ASSOCIATION

## ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of Pontiac, Michigan, hereinafter referred to as the "City" and Pontiac Professional Management Association, hereinafter referred to as the "Association" pursuant to Act 336 of the Michigan Public Acts of 1947, as amended. The purpose of this Working Agreement between the City and the bargaining unit is to promote and ensure a spirit of mutual confidence and cooperation; to establish uniform and equitable rates of pay and conditions of work; and to provide a method for the redress of any grievance.

## ARTICLE II - RECOGNITION

### Section 1. Bargaining Unit

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City hereby recognizes the Association as the sole and exclusive representatives for the purpose of collective bargaining with respect to wages; hours of employment; and other conditions of work for all employees who have classifications as listed in the official pay plan herein, excluding Deputy City Attorney II/Labor position. (Attachment #1 to pay plan) Also excluded are the positions of Treasurer and Purchasing Agent, which the parties mutually agree are excluded from the bargaining unit as appointed positions of the Mayor pursuant to City Charter. Immediately upon the ratification of this agreement by the Union and the Pontiac City Council the Mayor may appoint persons to these positions it being understood that these positions are no longer subject to the collective bargaining agreement.

In addition, all references to the Purchasing Agent and to the Treasurer in the collective bargaining agreement, Attachments to the Pay Plan, Settlement Agreements, and Memoranda of Understanding are automatically stricken, upon ratification of the agreement by the parties, without further action of the parties. Incumbents or persons acting in these positions will be placed in vacant, newly created, or inactive Grade 7 PPMA positions at the sole discretion of the Mayor. It is understood and agreed by the parties that PPMA will not file any grievances, arbitrations, MERC proceedings, or lawsuits in connection with the exclusion of the positions from the agreement or placement of incumbents or persons acting in the excluded positions in vacant, new created, or inactive Grade 7 PPMA positions.

- B. Classifications created where the functions, duties and scope of responsibility for the position would be of a community interest which would be of a similar

nature, will be subject to discussion with the intent to reach an agreement for inclusion in this bargaining unit. If there is a disagreement, either party may utilize Michigan Employment Relations Commission for the purpose of unit clarification.

## **Section 2. Aid to Other Bargaining Units**

The City agrees that it will not negotiate with any other unions, individual, or group of individuals concerning wages, hours, or conditions of work affecting members of this bargaining unit as long as this Association is the legally designated representative.

## **Section 3. Affirmative Action**

The City and the Association recognize that equal employment opportunity is the policy and the law of the land as expressed in federal and state statutes and regulations including, but not limited to, the U.S. Civil Rights Act and Michigan Elliott-Larsen Civil Rights Act; guidelines of the U.S. Equal Employment Opportunity Commission and the Michigan Department of Civil Rights (Civil Rights Commission) which require affirmative action to remedy the effects of past and present discrimination in employment, with respect to hire, tenure, job assignment, terms, conditions, and privileges of employment, and that the government of the City has specifically adopted and from time to time revised and reinforced commitments by the City as an employer to said requirements, by actions starting with the Fair Employment Practices Ordinance No. 1196 (1952) and including, but not limited to, the Human Relations Commission and Affirmative Action Council Resolutions of 1966 and 1972, Ordinance 1779 (1979), Affirmative Action Plan Implementation Resolutions 916-73, 802-74 and 766-80 ("Equal Employment Opportunity Affirmative Action Program for City of Pontiac") 527-82 and 528-82 establishing specific procedures, goals and timetables, and accountability for City affirmative action efforts; and that affirmative action in employment is mandated in City Charter 6.101:

It is the policy of the City to provide equal opportunity for all persons, to prohibit discrimination in employment because of race, color, religion, sex, age, national origin, handicap, marital status, height or weight, or political beliefs; and to promote the full realization of equal employment opportunity through a continuous affirmative action program in all departments of City government.

The City and the Association agree that they and their agents are responsible for being familiar with the existing commitments and requirements pertaining to the City's affirmative action program and such additional or revised commitments and requirements as may duly and properly be adopted by the City; and further agree that existing and proposed provisions of this Agreement shall at all times be open to scrutiny and negotiation upon a showing that said provision or provisions may reasonably be expected to further or hinder the accepted provisions of said affirmative action commitments and requirements; and further agree to make every effort to approach issues relating to affirmative action in a positive spirit from the standpoint of eradicating employment discrimination.

**Section 4. Bargaining Unit Security**

- A. Employees included in this bargaining unit shall, as a condition of continued employment, either become members, or pay monthly service fees to the Association throughout the life of the contract.
- B. Employees hired, rehired, reinstated, or transferred into the bargaining unit shall, as a condition of employment, either become members of the Association, or pay monthly to the Association service fees equivalent to any dues uniformly required of the members of the bargaining unit throughout the life of this contract.

**Section 5. Deduction of Dues**

The Employer hereby agrees to deduct service fees, dues, assessments and/or initiation fees of the individual employees of the Association as authorized by such employees upon the following terms and conditions:

- A. Each employee who desires to have such dues, assessments and/or initiation fees deducted from his/her earnings shall execute the "AUTHORIZATION FOR PAYROLL DEDUCTION" form, as set forth in Exhibit II.
- B. The Employer shall place such deduction or deductions in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the authorization.
- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Association designated in writing by the Association and shall do so within ten (10) working days after the deductions have been made.
- D. Employees laid off shall have their dues automatically deducted upon return to their employment with the City.
- E. Employees who are enrolled between the 1st and 15th shall pay for the current month. Employees enrolled between the 15th and the end of the month shall pay the following month.
- F. In the event that a refund is due any employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain appropriate refund from the Association.
- G. The Association shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or

by reason of action taken or not taken by the City for the purpose of complying with the provisions of Article II, Section 5.

- H. In the event the Association requests that the City deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Association Constitution; provided that in the event a new written authorization from the employee is necessary pursuant to the Association Constitution that such authorization from the employee will be secured by the Association and presented to the City prior to the deduction of the newly certified amounts.
- I. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next paycheck after the error has been called to its attention by the employee or the Association.
- J. Any employee whose membership is terminated by the Association by reason only of his/her failure to tender the periodic dues or service fee uniformly required as a condition of acquiring or retaining employment, by the tenth (10th) day following the month for which dues are due, shall not be retained in the bargaining unit covered by this contract. No employee shall be terminated under this clause unless:
  - (a) The Association first has notified him/her by letter spelling out that he/she is delinquent in not tendering periodic dues and/or service fees required, and specifying the current amount of such dues and fees, but none other, are tendered within ten (10) calendar days, he/she will be reported to the Employer for termination from employment as provided for herein and;
  - (b) The Association has furnished the Employer with written proof that the foregoing procedure has been followed or has supplied the Employer with a copy of the notice to the employee and notice that the employee has not complied with such request. The bargaining unit must further specify when requesting the Employer to discharge the employee, the following by written notice:

"The Association herewith certifies that the following named employees are not in good standing with the Association because of their failure to tender or pay the periodic dues and/or service fees uniformly required as a condition of retaining employment."



Ten (10) days after receiving said letter from the Association, the City shall terminate the said employee's employment.

### ARTICLE III - GRIEVANCE PROCEDURE

#### Section 1. Processing a Grievance

Any grievance or dispute which may arise between the parties over the application, meaning or interpretation of this Agreement shall be processed in the following manner. Such grievances must be filed within ten (10) days of the event, occurrence, or knowledge of the facts giving rise to the grievance:

- A. Step One: The employee shall take up the grievance or dispute verbally with the employee's immediate supervisor. If the dispute remains unresolved, the employee may request of the supervisor to get the employee's steward/representative without undue delay. However, nothing shall preclude the employee from contacting the Association directly for consultation or advice.
- B. Step Two: If the discussion between the employee, steward and employee's immediate supervisor fails to settle the matter, the grievance shall be presented by the steward to the Department Head within three (3) working days after the discussion with the immediate supervisor. The Department Head or his/her designated representative will within three (3) working days, meet and discuss the grievance with the Association steward/representative and the grieved employee. Within three (3) working days after such meeting, the Department Head or his/her designated representative shall answer the grievance in writing to the Association steward with copies to the Association President and the grieved employee.
- C. Step Three: If the grievance is still unsettled, the Association may appeal the grievance to the Labor Relations Administrator within three (3) working days of receipt of the Department Head's answer. The Labor Relations Administrator or designated representative shall within ten (10) working days of such appeal meet with the proper representatives of the Association not to exceed two (2) and the grieved employee, if requested by either party. The Labor Relations Administrator or designated representative shall give his/her written disposition of the grievance within ten (10) working days after the meeting to the Association President and the grieved employee.
- D. Step Four:
  1. If after reviewing the grievance the Association feels the answer is still not satisfactory, it shall within twenty (20) working days after the

answer is given and by written notice to the other party, request arbitration. Within five (5) working days following the notice of arbitration the Association shall file with the Federal Mediation and Conciliation Services. The parties, within five (5) days, may mutually agree to an arbitrator. The parties will be bound by the rules and regulations of the Federal Mediation and Conciliation Services in the selection of the arbitrator.

2. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall issue his/her decision within thirty (30) days after the conclusion of testimony and argument. 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, to inconsistent with, or modifying or varying in any way, or adding to or subtracting from this Agreement.
  3. In regards to arbitration, each party shall be responsible for one-half of the expenses for the arbitrator's services and the proceedings. Each party shall be responsible for compensating its own representatives and witnesses.
- E. Failure by the Association to act on a grievance within the time limits set forth in Step 1 shall constitute a bar in further action on that grievance. Failure by the City to respond to a grievance within the time limits set forth in Step 1 shall automatically allow the Association to process the grievance to the next step in the grievance procedure. The time limits set forth herein may be extended by the mutual consent of the parties.

## **Section 2. Investigating Grievances**

When it becomes necessary for the grievance at issue to be investigated by an appropriate Association official, such official shall be granted time off to conduct the investigation without the loss of pay or benefits. The affected Association official shall notify his/her immediate supervisor sufficiently in advance of the time that will be needed.

## **Section 3. Time Off for Processing a Grievance**

Association stewards (at the first step), an Association steward and one (1) Grievance Committee member (at the second step), and any two (2) Grievance Committee members (at subsequent steps), shall be given time off from their regular jobs to process grievances according to the grievance procedure without the loss of pay or benefits.

#### **Section 4. Time Off for Witnesses**

When the Association Grievance Committee and the City determine that witnesses are necessary in the course of processing a grievance, the witnesses shall be granted time off from their regular jobs as necessary without loss of pay or benefits.

### **ARTICLE IV - REPRESENTATION**

#### **Section 1. Negotiating and Grievance Committee**

The bargaining unit shall be represented in all negotiations by a committee of the Association. The committee shall be composed of the President, Vice President, and two (2) other members. The City shall negotiate with those representatives as herein provided. Any two (2) members of the Association and the President shall constitute the Grievance Committee.

#### **Section 2. Representative Units**

For the purpose of bargaining unit representation, the number of representative subunits of the bargaining unit shall be as follows:

Subunit #1 - City Hall (includes the Library)

Subunit #2 - Wessen Street (includes DPW&S, DPU, Community Development, Housing and Industrial & Commercial Development)

The Employer and the Association may agree to a modification of the number or location of subunits from time to time by Memorandum of Agreement.

#### **Section 3. Association Stewards**

In each subunit, employees in the bargaining unit shall be represented by a subunit steward who shall handle the investigation and presentation of grievances for his/her area of responsibility. In the absence of a subunit steward, or steward from another subunit, any elected Association officer may act in his/her stead.

#### **Section 4. Notice of Association Representatives**

The Association shall provide the Labor Relations Administrator with the names, work locations, and telephone numbers of all subunit stewards, Association officers, and Negotiating Committee members on an annual basis during the month of July. Changes in the above officers and stewards will be forwarded to the Labor Relations Administrator in writing should they occur more than once annually, within thirty (30) days of the change. The City shall direct all correspondence, inquiries, and substantive matters concerning the Association to the President, or in his/her absence, the Vice President of the Association.

## **Section 5. Association Time Off**

Subject to sufficient advance notice and replacement consideration, the City shall grant time off with pay to the identified Association officials for the following Association activities:

- Investigating grievance - one (1) steward per grievance
- 1st step - one (1) steward
- 2nd step - one (1) steward and one (1) Grievance Committee member
- 3rd step and subsequent steps - two (2) Grievance Committee members
- Arbitration, court and labor hearings - two (2) Grievance Committee members
- Contract negotiations - full Negotiating Committee

## **ARTICLE V - SENIORITY**

### **Section 1. Definition of Seniority**

- A. Seniority is preference or priority in length of service which assigns to permanent employees certain definite rights as specified in this Agreement. Seniority shall be on a bargaining unit-wide basis, providing an employee has the qualifications and ability to perform in the position for which the employee claims seniority.
- B. A new employee shall be considered as a probationary employee for the first six (6) months of employment. There shall be no seniority among probationary employees. When an employee completes the probationary period, the employee's name shall be included in the seniority list of the bargaining unit and shall receive seniority from the date of initial employment.
- C. The Association will represent probationary employees relative to wages, hours, and conditions of employment, excluding matters relating to discipline or discharge which shall be in the sole discretion of the City.

### **Section 2. Seniority Lists and Records**

- A. The seniority list on the date of this Agreement will show the names and classifications of all employees in the bargaining unit entitled to seniority, which shall be and remain as posted at this signing of the Agreement except as is accumulated.
- B. The City will present the Association each month with a record of employees covered by this Agreement involved in the following transactions:
  1. Employees hired or rehired or temporary employees as they become permanent.



2. Employees going to or returning from military service.
  3. Employees transferred or promoted out of the bargaining unit.
  4. Employees who separate from the City.
  5. Employees going on or returning from leave of absence.
- C. The City will provide the Association with a current seniority list annually at the Association's request in writing. The seniority list shall be established in accordance with the seniority date which shall be the employee's last date of hire with the City except as provided in Section 3-A.

### **Section 3. Loss of Seniority**

- A. An employee shall lose seniority for the following reasons:
1. Resignation, except that upon resigning a thirty (30) day grace period shall be in effect during which time, if the employee is rehired, he/she shall not suffer loss of seniority except for that period of time he/she was separated from the City.
  2. Discharge.
  3. Absence of three (3) consecutive working days without notifying his/her immediate supervisor or department head. In all such cases, the City shall have the right to discharge. The Personnel Department will send written notification to the employee at his/her last known address by certified mail stating that he/she is discharged.
  4. Failure to return to work when recalled from layoff at the same rate of pay within five (5) working days after the notification of date to report. In all such cases, the City shall have the right to terminate the employee.
  5. Failure to return to work from a sick leave or other leave of absence within five (5) working days of scheduled return. In all such cases, the City shall have the right to terminate the employees. In cases 4 and 5, the City will notify the employee as in 3.
  6. Retirement.
  7. Layoff which exceeds three (3) calendar years.

- B. In applying the provisions of this Section, the City will give consideration to extenuating circumstances.

#### **Section 4. Shift Preference**

In any department where bargaining unit employees of the same classification work different shifts, such employees shall have shift preference in accordance with seniority, provided they have the ability to perform. Shift preference may be exercised only once during any six (6) month period.

#### **Section 5. Seniority of Officers**

Notwithstanding their position on the seniority list, the following six (6) elected officers shall, in the event of layoff, be continued on the job providing they can perform the work in the classification available as determined by the City subject to the grievance procedure:

President  
Vice President  
Treasurer  
Secretary  
Stewards (maximum of 2)

#### **Section 6. Layoff**

- A. Layoffs shall be made in conformity with the principle of seniority in the bargaining unit; i.e., the last one hired being the first one laid off and the first one laid off shall be the last one recalled.

If the City finds it necessary to layoff or reduce an employee or employees from a classification or a seniority list, the City will notify the Association President, in writing, and will discuss with the Association a plan to preclude such drastic employee reductions.

In the event of layoff, senior employees shall be entitled to transfer to any other jobs within the bargaining unit, in equal or lower classifications held by the least senior employee within the particular classification, provided they are able to perform the duties.

- B. No new employee will be hired by the City as long as there are employees laid off within the bargaining unit who have seniority and can perform the duties of the position. The Association shall be notified twenty-eight (28) days, if possible, in advance of any planned layoffs. If any employee is to be laid off, a fourteen (14) day written notice shall be given of the day of layoff.

- C. When an employee is being laid off because the duties of the position or classification within a department are being eliminated, the employee shall be placed in a position within the same bargaining unit at an equal or lower grade level as long as he/she possesses the necessary qualifications and/or ability to perform the functions of the position as determined by the City, subject to the grievance procedure.
- D. If it becomes necessary to demote an employee due to layoff, such employee, without examination, shall receive first consideration for return to the former classification within the same bargaining unit.
- E. When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt requested, with a copy to the Association. If the employee fails to return to work within five (5) working days of the date of return, he/she shall be considered to have resigned.
- F. Employees laid off shall have recall rights for three (3) years.

#### **Section 7. Transfers**

If an employee is transferred out of this bargaining unit, and is thereafter transferred again back into the bargaining unit, the employee shall have uninterrupted seniority from his/her last date of hire with the City.

#### **Section 8. Military Service**

Matters relating to an employee's military service will be processed in accordance with regulating State and Federal statutes.

### **ARTICLE VI - CONDITIONS OF WORK**

#### **Section 1. Hours**

The standard duty day for bargaining unit employees shall consist of eight (8) consecutive hours excluding lunch periods. Lunch periods shall be scheduled by the City. The standard work week shall consist of five (5) consecutive duty days. Beginning and ending times shall be established by the City.

#### **Section 2. Overtime**

- A. Effective after full ratification, all overtime and compensatory time earned shall be at the rate of time and one half of the employee's regular rate of pay.

In order to receive overtime or compensatory time it must be approved by the employee's department head or his/her designee.

- B. Effective after full ratification, employees must actually work and be physically present at work for forty (40) hours during a regular work week in order to receive overtime pay or compensatory time pay.

If an employee is off work during the work week for any reason, time worked in excess of forty (40) hours weekly will be used to offset the time the employee was off from work.

For Example: Employee is off eight (8) hours (i.e., sick leave, vacation leave, etc.), but actually works 36 hours after the off day during work week. Employee will receive straight time pay for forty (40) hours (including 4 hours for sick, vacation, etc.) and will have appropriate leave bank reimbursed 4 hours. Employee receives no overtime compensation or compensatory time pay.

- C. All current compensatory time banked shall be calculated and paid on the nearest pay period after July 1, 1996 at the rate of pay prior to any successor agreement to the 1988-91 collective bargaining agreement.
- D. Effective after full ratification, compensatory time may be taken in lieu of overtime pay at Management's discretion. Compensatory time earned during each calendar year must be used by the end of the same calendar year. If the employee is unable to use his/her compensatory time it will be paid in cash by the first full pay period in January of the new year. No compensatory time earned in one calendar year may be carried over to the next calendar year.

### **Section 3. Discipline**

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

- A. It shall be the policy to orally warn an employee for the first offense; to give a written warning for the second offense; to give suspension without pay not to exceed two (2) weeks for the third offense; and, finally, more severe discipline up to and including discharge.
- B. Nothing in this Section shall prevent a Department Head from appropriately disciplining and discharging an employee immediately should circumstances warrant.

- C. An employee being subjected to suspension or discharge shall have the right and the opportunity to have an Association official present during such discipline.
- D. In imposing any discipline for a current charge of misconduct, the City shall not take into account any prior written warnings occurring more than twenty-four (24) months previously; and all records of written warnings more than twenty-four (24) months old shall be expunged from the employee's personnel files.
- E. Copies of all disciplinary action shall be forwarded to the Association President.

**Section 4. General Records**

Personnel records of bargaining unit employees shall be maintained consistent with the law.

**Section 5. Working Out of Classification**

No bargaining unit employee shall be required to wholly perform duties above his/her job classification except in cases of emergency as determined by the City.

**Section 6. Working Conditions**

The City shall provide reasonable safety equipment to assist the employee in performing his/her duties.

**ARTICLE VII - PROMOTIONS AND RECLASSIFICATIONS**

**Section 1. Promotions**

All position vacancies among classifications covered by this Agreement shall be filled competitively and bargaining unit employees shall be given the opportunity to compete for position vacancies which would present promotional opportunities. Bargaining unit employees shall be given first opportunities to fill or refuse or fill vacant positions.

The City retains the right to recruit (that is advertise and accept applications but not test) simultaneously from inside and outside of the Association. Testing will be given to PPMA members first. Outside testing will only occur if PPMA members refuse the position. When examinations are undertaken to fill positions where minority group employees are underutilized (including females as a protected class), a selection may be made from those who successfully pass the examination(s) solely at the Department Head's discretion (see Section E). When an examination is given where the "rule of three." as defined in Section E, is not to be applied, the Association shall be notified in advance of the examination.



- A. Posting of position vacancies shall occur within five (5) working days of the time the City has authorized a vacancy to be filled. Vacancy notices shall be posted on City bulletin boards in all bargaining subunits and shall contain the following:
  - 1. Title of the position
  - 2. Duties of the position
  - 3. Desired qualifications of individuals seeking consideration
  - 4. Starting salary of the position
  - 5. Where to apply and closing date for applications
- B. Vacancy notices shall be posted for a period of at least seven (7) calendar days prior to the closing date. Employees in the bargaining unit who desire to apply for the vacancy shall do so prior to the closing.
- C. Those applicants for position vacancies who appear to meet the minimum criteria of desired qualifications shall comprise a list of candidates for the examination process.
- D. The nature of all examinations shall be at the discretion of the City.
- E. Selection for filling the position vacancy shall be made from among the top three candidates, or in the case of minority groups, see Section 1, Paragraph 2, on a published eligibility list derived according to the following formula:
  - 1. Point score on the examination; and
  - 2. Length of service with the City (1/2 additional point per year of service up to a maximum of five points). In computing the list of eligible candidates, the City shall rank-order the applicants according to their total raw score based on the above.
- F. The City shall provide the Association President with an opportunity to review the eligibility list showing the rank-order of eligible candidates when the position is filled.

## **Section 2. Temporary Promotions**

- A. An employee shall not be required to perform a position above his/her permanent classification for a period in excess of nine (9) months and shall have the opportunity to return to his/her permanent classification at the expiration of the time limit on the temporary position. This will apply to employees who are temporarily promoted after the full ratification of this collective bargaining agreement.

- B. An employee being temporarily promoted via a PAS form or by instructions of the Department Head authorized to act in a higher classification shall receive a salary adjustment of 10% for each grade level of the temporary promotion (maximum of 20%) for all time worked, provided a minimum of four (4) consecutive days is worked in the temporarily promoted position. If an employee works the fifth consecutive day, the pay will be retroactive to the first day in the higher classification.

The above position applied to employees within the bargaining unit who do not have a "deputy" title. "Deputy" titled positions will receive a salary adjustment of 10% for all time worked, for over nine (9) consecutive work days the employee acts in the temporarily promoted position. If an employee works the tenth (10th) consecutive day, the pay will be retroactive to the first day in the higher classification.

- C. In cases where it is known that a temporary promotion will be available for periods of more than thirty (30) days it shall, when possible, be filled by a qualified employee within the bargaining unit. A temporary promotion shall not continue longer than nine (9) months at which point the City must determine whether the position is to be filled or eliminated. If the position is to be filled, it must be opened for competitive examination. In regards to the new nine (9) month provision, this will apply to employees who are temporarily promoted after full ratification of this collective bargaining agreement.

### **Section 3. Reclassification**

- A. An employee may request a review of their job classification once every three (3) years if it is felt that the duties represent an error in classification. The audit shall begin within forty (40) working days after the request is submitted.
- B. If it is determined that the duties of the employee fall within a higher classification, the employee shall either be reclassified to the appropriate higher classification or be assigned duties applicable to the position he/she holds. In cases of reclassification, the position shall not be posted and no examination shall be required. Any pay adjustments attributable to a reclassification shall be effective the pay period nearest the date the completed forms are submitted to the Personnel Department.
- C. The pay step in the reclassification position shall be equivalent to that the employee held in the former classification.

#### **Section 4. General Classification Surveys**

The President of the Association shall be given advance notice of any proposed changes in classifications or in position titles within the classifications covered by this Agreement.

### **ARTICLE VIII - LEAVES OF ABSENCE**

#### **Section 1. Requesting Leave of Absence**

Upon request, the Department Head may grant leaves 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 Mayor. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request a leave of absence in writing thirty (30) days in advance of the date desired. A leave may be requested for any legitimate purpose, but an employee shall be obligated to show that granting such a 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 the specific recommendation of the Department Head. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks. An employee who fails to return from approved leave of absence may be discharged by the City.

#### **Section 2. Leave for Reserve or National Guard Duty**

Employees who are in some branch of the Armed Forces Reserve component 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 during the normal work week provided proof of service and pay is provided. This leave shall not exceed ten (10) working days in any twelve (12) month period except in the event of a State or national emergency. Consideration will be given for an extension of this period on an individual basis.

#### **Section 3. Leave for Jury Duty**

The City shall pay any employee who is required to serve on a jury panel the difference between the jury duty pay and the employee's regular wages. The employee shall be required to submit proof of being called to jury duty. The employee shall be required to submit proof of payment to his/her immediate supervisor within ten (10) working days after payment is received. If the employee fails to submit proof of payment, his/her pay shall be reduced by the number of days paid they were absent for jury service or duty.

#### **Section 4. Family and Medical Leave Act**

The City of Pontiac will abide by the guidelines of the Family and Medical Leave Act of 1993. All leaves under the contract shall be counted toward the employee's entitlement under the Family and Medical Leave Act.



## **Section 5. Educational Leave of Absence**

Employees with seniority who desire to further their education may make application for a leave of absence for that purpose. One (1) continuous leave may be granted to employees for a period not to exceed twelve (12) months, but an employee shall be obligated to show that granting such leave is in the interest of the City. Additional leaves may be granted at the discretion of the Department Head under whom the bargaining unit member is employed with concurrence of the Personnel Department.

## **Section 6. Payment of Insurance Premiums While on Leave**

An employee on leave without pay for non-service connected illness or disability shall have his/her health 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 of such leaves. If an employee is laid off, the City will continue to pay health insurance premiums and its portion of life insurance premiums for a period not to exceed sixty (60) days from the cessation of active employment. The employee may thereafter remain in the insurance plans by paying his/her premiums to the City at least thirty (30) days in advance. An employee on leave for reasons other than mentioned in this section may remain a member of the City's insurance group by paying full insurance premiums to the City at least thirty (30) days in advance.

## **ARTICLE IX - RESIDENCY**

Effective July 1, 1991, the residency provisions set forth in Section 6.103 of the May 3, 1982 City Charter are hereby incorporated by reference into the P.P.M.A. collective bargaining agreement commencing July 1, 1991, with the following modifications:

1. Any employee appointed or hired on or before March 1, 1985 who is a non-resident October 1, 1985 shall retain the opportunity to be promoted without being required to become a resident as set forth in the City Charter; provided that if such non-resident shall change his or her residence from that which it was on October 1, 1985 and continues to reside outside the City of Pontiac then the employee shall lose the exemption from the residence requirement of the City Charter and to be eligible for promotion must comply with such requirement, and once residency is established must remain a resident of the City of Pontiac. Provided further, that if such employee retains his or her eligibility for promotion and does in fact receive a promotion without being required pursuant to the foregoing, and after the date of such promotion shall change his or her residence from that which it was on October 1, 1985, then such employee shall promptly, but not more than 12 months after said change of residence, establish residence within the City of Pontiac. Failure to comply with this requirement shall be grounds for dismissal from employment.

- A. Effective July 1, 1991, within the spirit of the City Charter, it is understood that any employee appointed or hired on or before March 1, 1985 who is a resident on March 1, 1985, or who becomes a resident on or after said date, must remain a resident of the City of Pontiac.
  - B. 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.
  - C. Failure to become a resident or failure to maintain residency as required herein shall be grounds for dismissal from employment.
  - D. Pursuant to the City Charter, Section 6.102, upon a specific finding that the interests of the City and its residency 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.
  - E. Within 30 days after approval of this Agreement by both parties, all employees shall submit a verified signed statement to the Director of Personnel as to their place of residency (as defined herein) as of March 1, 1985 and as of October 1, 1985. Thereafter, 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.
2. New employees entering into the bargaining unit as of March 1, 1985 shall be subject to the following residency provisions.
- A. Any new hire entering into the bargaining unit after March 1, 1985 if a resident at time of entry, shall remain a resident thereafter, and if not a resident at the time of entry shall become a resident within one year thereafter and shall remain a resident thereafter.
  - B. Any current employee who is a resident as of March 1, 1985 and subsequent to this date, who enters into the bargaining unit, must be a resident at the time of entry into the bargaining unit and must remain a resident thereafter.

- C. Any current employee who is a non-resident as of March 1, 1985 who becomes a resident thereafter and subsequently enters into the bargaining unit must be a resident at the time of entry into the bargaining unit and must remain a resident thereafter.
- D. Any current employee who is a non-resident as of March 1, 1985 shall retain the opportunity to enter into the bargaining unit without being required to become a resident as set forth in the City Charter; provided, that if such non-resident shall change his or her residence from that which it was on the date of approval of a memorandum (March 1, 1985), and continue to reside outside the City of Pontiac, then the employee shall lose this exemption from the residency requirement of the City Charter and upon entry into the bargaining unit shall become a resident one year thereafter and shall remain a resident thereafter.

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 March 1, 1985, then such employee shall promptly, but not more than 12 months after said change of residence, establish residence with the City of Pontiac.

- E. 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.
- F. Failure to become a resident or failure to maintain residency as required herein shall be grounds for dismissal from employment.
- G. Pursuant to the City Charter, Section 6.102, upon a specific finding that the interests of the City and its residence 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.
- H. All employees who will be covered by this residency clause shall promptly submit a verified signed statement of current residency to the Director of Personnel upon entering into the bargaining unit and

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 X - FRINGE BENEFITS

### Section 1. Vacation Leave

- A. Effective January 1, 1985, all members of the bargaining unit shall earn vacation leave in the following manner:
1. Two (2) weeks up to four (4) years of service (3.077 hours per pay period).
  2. Three (3) weeks after four (4) years of service (4.616 hours per pay period).
  3. Three (3) weeks and two (2) days after six (6) years of service (5.231 hours per pay period).
  4. Four (4) weeks after seven (7) years of service (6.154 hours per pay period).
  5. Four (4) weeks and one (1) day after ten (10) years of service (6.462 hours per pay period).
  6. Four (4) weeks and two (2) days after twelve (12) years of service (6.769 hours per pay period).
  7. Four (4) weeks and three (3) days after fourteen (14) years of service (7.077 hours per pay period).
  8. Four (4) weeks and four (4) days after sixteen (16) years of service (7.385 hours per pay period).
  9. Five (5) weeks after eighteen (18) years of service (7.693 hours per pay period).
- B. 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 that period.
- C. Service credit for vacation leave will not accrue during any leave of absence without pay longer than two (2) weeks, including disciplinary suspension and layoff.

- D. Earned vacation leave will be posted to each regular employee's account every pay period.
- E. Employees may bank one (1) year's vacation leave. In case of unusual circumstances, this paragraph may be waived by written authorization from the Mayor.
- F. In the event an employee does not comply with paragraph E, the employee's Department Head may schedule vacation time off.
- G. Employees may take vacation at any time of the year and shall be entitled to choose either a split vacation or take their entire vacation at one time, provided that the time is agreeable with the Department Head. Seniority shall be the determining factor in determining conflicting desires in accordance with the following:
  - 1. Employees may make application for vacation time off in accordance with procedures established by the Department. Exceptions may be made in cases of emergency.
  - 2. In the event more employees apply for time off than can be spared at a given time, seniority will be the basis for resolving priority of applications.
- H. Upon an employee's termination of employment, all unused vacation shall be paid to the employee or the employee's estate.

## **Section 2. Sick Leave**

All regular, full time or part-time permanent employees earn sick leave in accordance with the following provisions:

- A. Regular employees shall earn sick leave on the basis of 3.6923 hours per pay period, provided said employees will not earn sick leave hours for any month in which an employee works less than eighteen (18) regularly scheduled work days. Days worked shall include vacation leave, voting time, jury duty, funeral leave, compensatory leave, holidays, personal leave and military leave (up to ten days within any twelve month period).
- B. Regular employees rendering service in a part-time permanent position shall earn that fraction of a full work day for each completed month of service that is determined by the ratio of hours actually worked in the full-time hours.
- C. An employee may accumulate a maximum of fifteen hundred (1500) hours sick leave in his/her primary bank.



- D. Any employee having accumulated the maximum allowable number of sick days as provided for in this Agreement and hereinafter called the "primary bank," shall be entitled to all rights and benefits provided for said primary bank. Additionally, an employee having so qualified shall be allowed to begin to accrue sick leave days in an account hereinafter called the "secondary bank." Sick leave days may be accrued in the secondary bank without limit subject to the following conditions:
1. Use of sick leave shall be from the secondary bank until exhausted and thereafter sick leave will be drawn from the primary bank.
  2. Sick leave accrued in the secondary bank shall have no monetary value whatsoever except as qualified in paragraph 3, and shall not be counted in any way with the primary bank for any reason.
  3. The only value of the secondary bank shall be its use to provide compensation for approved absences due to illness.
  4. The secondary bank shall be considered exhausted upon an employee's separation from the service of the City.
- E. Sick leave shall be charged in amounts of one-half (1/2) day for absence on a duty day of two (2) to five (5) hours and a full day for absence of over five (5) hours. An employee who has reported for duty at the beginning of his/her shift will be allowed to use sick leave in units of one (1) hour or more.
- F. Sick leave may be used in cases of personal illness of an employee or when he/she is required to attend a member of his/her immediate family who is ill, or incapacitated.
- G. The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother or sister. This will also include any other relative permanently living in the same household.
- H. To be paid for sick leave, an employee or a member of his/her immediate family must call into his/her department or division reporting his/her absence not later than one-half (1/2) hour after the beginning of his/her tour of duty.
1. 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 (on the second day only an employee must call in within two (2) hours of the beginning of his/her tour of duty).

- I. Vacation and personal leave day time may be used as sick leave when requested whenever absence due to illness exceeds the amount of sick leave earned and authorized.
- J. All unused sick leave shall be credited to any employee recalled from layoff, transferred to another department, or returned from leave of absence.
- K. After all leave time has been used, sick leave without pay shall be granted to employees, in accordance with Section L, who claim that they are unable to perform their work on account of emotional disturbances, nervousness, or illness.
- L. The City shall have the right to request a second opinion from a physician of the City's choice in the event sick leave extends beyond a sixty (60) working day period. If the two opinions are conflicting, the City shall have the right to request a third opinion from a physician mutually agreed upon by both parties and that opinion will be the basis for making an approval decision.
- M. Employees retiring under the Pension System shall receive pay from the City for 50 percent of their accumulated sick leave in their primary banks as shown on the records in the Personnel Department. It is understood that no employee can accumulate more than fifteen hundred (1500) hours of sick leave in his/her primary bank.
- N. Employees shall return to work from sick leave upon the release by their personal physician and may be required by the City to submit to a return-to-work physical examination by the City's designated physician.

### **Section 3. Funeral Leave**

- A. Five (5) working days leave with pay shall be granted to an employee in the case of death of a member of his/her immediate family.
- B. The immediate family for this purpose shall be: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandfather or grandmother. A Department Head, within his/her discretion, may give consideration to step relatives of the same degree as above. Effective April 1, 1996, employees shall receive funeral leave for grandchildren.

### **Section 4. Injury Compensation**

- 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 the employee's regular wage and the compensation paid under State law for a period of One Hundred Twenty (120) calendar days. After the 120 day period has elapsed, such injured employee may use accumulated vacation and sick leave pay in proportion to the ratio of such leave to state injury compensation payments which will equal full pay.

- B. Any employee who is on compensable injury leave shall accumulate time toward service credit for sick leave and vacation leave. Any probationary employee who is on injury leave shall accumulate time toward seniority. Service credit for probationary employees for pay, sick leave, and vacation purposes shall be earned at the prescribed rate during injury leave; however, these benefits will not accrue until completion of the trial service period. Pay increments will be retroactive to the time the probationary service period would have ended had there been no injury leave.

#### **Section 5. Voting Time**

- A. Employees will receive two (2) hours time off to vote on election days, provided they are registered and vote. Each employee is responsible for notifying his/her supervisor of intention to vote.
- B. Should it occur that an election is held in other locales, 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.

#### **Section 6. Holidays**

- A. As many employees as possible shall be given each holiday off with pay. Employees who are required to work on any of the paid holidays shall receive pay for the holiday plus their regular hourly rate for each hour worked.

To receive holiday pay, an otherwise eligible employee must be at work, or on an excused absence on the work day immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, he/she shall provide a physician's statement that the employee was unable to perform his/her job on the day in question due to illness or injury.

- B. The following shall be the paid holidays for the bargaining unit members (Holidays falling on Saturday shall be observed on Friday; holidays falling on Sunday shall be observed on Monday):

New Year's Day  
Dr. Martin Luther King's Birthday  
Washington's Birthday

Labor Day  
Veterans Day  
Thanksgiving Day



Good Friday  
Memorial Day  
Independence Day

Christmas Eve Day  
Christmas Day  
New Year's Eve Day

All National and State General Election Days.

- C. (a) Effective January 1, 1997, 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) Any employee whose birthday falls on February 29 shall receive a paid day off on February 28 during a non-leap year, in compliance with Article X, Section 7, above.
- (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 prior to the end of the next pay period or it will be forfeited.

#### **Section 7. Personal Leave Day**

The City will provide each employee with two (2) personal leave days per year. It is understood that a leave notification must be given to the supervisor by the requesting employee and that these personal leave days must be utilized within each fiscal year or they will be forfeited.

#### **Section 8. Health Insurance**

- A. 1. 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. Individuals retiring after full ratification shall also be affected by this provision.
2. Effective July 1, 1985, 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

3. Effective July 1, 1997, individuals shall pay \$200 deductible; families shall pay \$400 deductibles. Only Blue Cross/Blue Shield Traditional (a.k.a. Master Medical) and Blue Cross Preferred (PPO) shall be affected by the July 1, 1997 increase in deductibles. Individuals retiring after full ratification shall also be affected by this provision.
- B. Retiring bargaining unit employees and their spouses shall receive the above described health insurance coverage.
- C. Effective July 1, 1985, the City agrees to provide dependent coverage for the employee's dependent children to age twenty-five (25).
- D. Effective October 1, 1985, the City will add a Blue Cross rider (MML-BL2) or equivalent for inpatient and outpatient psychiatric care limited to \$15,000 for any one member during any one calendar year and limited to a maximum of \$30,000.
- E. Effective date of full ratification, new employees to the City shall be eligible to receive health insurance benefits after 60 days of employment with the City.
- F. Effective after full ratification, employees and future retirees shall submit to mandatory second opinions for elective surgery. Any mandatory second opinion costs shall be borne by the City. The City and employees shall adhere to Blue Cross-Blue Shield policy as it relates to this provision and any third opinion.

### **Section 9. Life Insurance**

The City shall provide all bargaining unit employees with full-paid double indemnity life insurance coverage, or comparable coverage. The amount of the life insurance benefit shall be equal to two (2) times an employee's annual salary, as was approved by City Commission Resolution No. 1112 (12-23-75). Upon retirement, members will receive 50 percent of the life insurance coverage for amount currently in force to be paid by the City.

### **Section 10. Dental Insurance**

The City will continue to provide the dental insurance plan currently in force until July 1, 1980. On that date, the City will provide a dental plan which will pay 100 percent of preventive and diagnostic treatment and 70 percent of all other types of dental care, excluding orthodontics, up to a maximum of \$800 per family member per year.

Effective July 1, 1985, the City will improve the dental insurance plan whereby the City will pay one hundred (100%) percent of Class I and Class II and seventy (70%) percent of orthodontics with a one time lifetime orthodontics of \$1500 per family member. Preventive and diagnostic treatment will be paid by the City up to a maximum of \$1500 per family member per year.

### **Section 11. Annual Physical Examination Program**

The City shall provide an annual physical examination to all bargaining unit employees as was approved by City Commission Resolution No. 1112 (12-23-75).

### **Section 12. Deferred Compensation Program**

The City shall provide the Deferred Compensation Plan to all interested bargaining unit employees who request inclusion in same, as was approved by City Commission Resolution No. 1112 (12-23-75).

### **Section 13. Retirement Benefits**

- A. The City shall provide the 5 percent retirement contribution for all bargaining unit employees, as was approved by City Commission Resolution Nos. 1112 (12-23-75) and 589 (7-19-77).
- B. Effective July 1, 1980, "final average compensation" shall mean the highest average annual compensation received by a member during a period of three (3) consecutive years of service contained within ten (10) years of service immediately preceding the bargaining unit member's retirement.
- C. The City will provide bargaining unit members retiring on and after July 1, 1980, annually, 2 percent of their base retirement annuity. Such sum shall be cumulative for a maximum of seven (7) years. Maximum cost-of-living total after seven (7) years shall be 14 percent of the retiree's original retirement annuity. Such sum shall be paid annually thereafter.

The City will provide bargaining unit members retiring on and after July 1, 1985 annually, two (2) percent of their base retirement annuity. Such sum shall be cumulative for a maximum of fourteen (14) years. Maximum cost-of-living total after fourteen (14) years shall be twenty-eight (28%) percent of the retiree's original retirement annuity. Such sum shall be paid annually thereafter.

- D. Effective July 1, 1985, those employees on record as of May 7, 1985 shall have their pension formula calculated at 2.25% of final average compensation multiplied by the number of years and fraction of a year of credited service.

Effective July 1, 1985, those employees entering the bargaining unit after May 7, 1985 shall have their pension formula calculated at 2.00% of final average compensation multiplied by the number of years and fraction of a year of credited service.

#### **Section 14. Retirement Options**

Effective July 1, 1985, the bargaining unit members term voluntary retirement age, as set forth in the Pontiac Retirement System, shall mean the following:

1. Ten (10) years of credited service to the City and having attained sixty (60) years of age.
2. Twenty-five (25) years of credited service to the City and having attained fifty (50) years of age with a .75% reduction in base retirement allowance for each year under thirty (30) years of service. In no case shall an employee retire without having attained the age of fifty (50).
3. Twenty-five (25) years of credited service to the City and having attained fifty-five (55) years of age.

#### **Section 15. Optical and Hearing Plan**

Effective October 1, 1985, the City will provide an optical and hearing program for each member, their spouse and eligible dependents. The City will provide equivalent coverage as that is enforce at the time of this agreement.

#### **Section 16. Long Term Disability**

Effective October 1, 1985, the City of Pontiac shall provide bargaining unit members a long term disability insurance policy which provides for 60% of base salary up to a maximum of \$2500 per month upon filing an illness and accident claim. The definition of base salary is the hours rate times 2080 hours. Long term benefits will begin to accrue after the sixty (60) day waiting period.

Effective after full ratification, seniority shall not accrue while on disability. Employees on Long Term Disability prior to any tentative agreement shall not be affected by the seniority provision.

### **ARTICLE XI - WAGES AND BENEFITS**

#### **Section 1. Wages**

- A. Wages shall be considered a part of this Agreement.

July 1, 1995

3.5% ATB

March 1, 1996

\$2,500 bonus (no roll-in)

To be eligible for the bonus, the bargaining unit member must have been in the bargaining unit on March 1, 1996 and had not received any bonus from another bargaining unit of equal or greater amount since 4-1-95. If a bonus was given, but of a lesser amount, the bargaining unit member would be entitled to the difference between the \$2,500 and the lesser bonus amount. In no event will a bargaining unit member receive a bonus payment in addition to any other bonus payments from another bargaining unit that equates to more than \$2,500.

July 1, 1996

\$1,000 bonus (no roll-in)

To be eligible for the bonus, the bargaining unit member must have been in the bargaining unit on March 1, 1996 and had not received any bonus from another bargaining unit of equal or greater amount since 4-1-95. If a bonus was given, but of a lesser amount, the bargaining unit member would be entitled to the difference between the \$1,000 and the lesser bonus amount. In no event will a bargaining unit member receive a bonus payment in addition to any other bonus payments from another bargaining unit that equates to more than \$3,500.

July 1, 1996

2% ATB

July 1, 1997

4% ATB



B. Pay Plan Administration

1. The current bargaining unit members, as of June 30, 1985, who are covered by the attached pay plan Appendices A, B, C, the following administration guidelines shall apply:
  - (a) For employees who are on a whole step in the wage scale, the future increases must be to the next whole step only.
  - (b) Employees who are on the half step must receive increases to the next half step until they reach the last half step whereupon the next increases will be to the top of the grade. This is also provided the employee has been in his/her position for at least one (1) year.
  - (c) An employee will receive no more than one (1) step increase in any twelve (12) month period (B-1/2 to C-1/2 is one step), where B to C is one step.
  - (d) Step increases will be granted annually to those employees who have a satisfactory performance appraisal subject to being certified by the appropriate appraiser as having performed satisfactory.
2. For all individuals entering the bargaining unit on or after July 1, 1985, the following administration guidelines shall apply:
  - (a) Such individuals will be covered under a new pay plan with ranges which provides for a method of advancement, established by the City within the confines of this Agreement.
  - (b) Effective July 1, 1996, the new pay plan shall be eliminated and all employees who were covered under the new pay plan shall be subject to Section B (1), above.
  - (c) On July 1, 1996, employees under this section shall receive a step increase consistent with Section B (1), above, but shall not exceed the highest salary level in the pay plan. Employees who are not at the top step of the pay plan shall be eligible for a step increase on the anniversary date one year thereafter (July 1, 1997) etc.
3. All other pay plan guidelines including the merit pay plan, arbitration awards relative to across-the-board wage increases, or previously established by whatever means, including through past contracts or practices, are no longer applicable except as explicitly expressed within this Agreement.

In cases of promotion, such employees will receive a performance appraisal three (3) months prior to the promotion anniversary date and their increase, if any, is to be effective on their anniversary of promotion.

## **Section 2. Longevity**

The City shall provide a longevity program for all bargaining unit employees which will be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service shall receive an annual payment of 2 percent.
- B. Those employees who have completed ten (10) years service but less than fifteen (15) years service will receive a 4 percent payment.
- C. Those employees who have completed fifteen (15) years service but less than twenty (20) years service shall receive a 6 percent payment.
- D. Those employees who have completed twenty (20) years service but less than twenty five (25) years service will receive an 8 percent payment.
- E. Those employees who have completed twenty five (25) years service shall receive a 10 percent payment.
- F. Such longevity payments shall be made annually during the first pay period of December.
- G. Employees who complete their 5th, 10th, 15th, 20th, or 25th year after January 1, of any year, will have their longevity payment calculated without proration, on the basis of the range set forth for such 5th, 10th, 15th, 20th or 25th year.
- H. Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement, and 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.
- I. Any eligible employee separating from employment with the City for reasons other than discharge for just cause, will be paid a pro rata longevity benefit for the year of separation.

Employees hired by the City on or after October 1, 1995 and who subsequently enter into the bargaining unit shall not be eligible for longevity pay.

Employees hired by the City prior to October 1, 1995, and subsequently enter into the bargaining unit shall be eligible for longevity pay.

### **Section 3. Michigan BAR Membership**

For all Deputy City Attorney II's the City will pay the Michigan BAR dues, plus membership in two (2) sections pertinent to City duties. For Deputy City Attorney I's the City will pay 50% of BAR dues, plus two (2) sections as above.

## **ARTICLE XII - GENERAL PROVISIONS**

### **Section 1. Tuition Reimbursement**

- A. The City agrees to reimburse bargaining unit employees for actual out-of-pocket tuition and required textbooks while participating in eligible studies at accredited colleges and universities, subject to the following criteria:
1. The employee has received written approval from the Department Head prior to registering for the course;
  2. Eligible employees must achieve a grade of "C" or 70 percent or better, and credit for the course if credit is offered;
  3. The employee claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts;
  4. To be reimbursed, the courses must relate to the work the employee is then performing or related work of a higher classification, and such course must be part of a recognized degree or certificate awarding curriculum.

### **Section 2. Conferences and Workshops**

The City may provide the opportunity for employees to attend conferences and workshops available that are related to the duties of the employees classification. Expenses paid by the City will be limited to those expenses allowed under the current City travel policy.

### **Section 3. Protective Equipment**

The City shall furnish at its expense all protective equipment determined by the City to be necessary to protect the employee while performing the job duties required.



#### **Section 4. Bargaining Unit Notices on Bulletin Boards**

The City will furnish in each subunit a bulletin board for Association notices, activities and information.

#### **Section 5. Pay Plan and Job Description Distribution**

- A. Copies of pay plans shall be given to the Association President as soon as possible.
- B. Job descriptions for current classifications covered by this bargaining unit shall be provided to the Association President upon written request initiated not more than once every two (2) years.
- C. Job descriptions for all new positions created subsequent to approval of this Agreement shall be furnished upon request to the Association President within five (5) working days of the posting of the position.

#### **Section 6. Working Agreement Distribution**

A copy of this Agreement shall be provided to the Association President by the City within thirty (30) days of complete ratification. Copies of this Agreement will be distributed by the City to all bargaining unit employees within ninety (90) days following complete ratification.

#### **Section 7. Maintenance of Conditions**

Wages, hours, and conditions of employment in effect at the execution of this Agreement and as explicitly expressed within this Agreement, except all other pay plan guidelines, including the merit pay plan, arbitration awards relative to across the board wage increases, or other wage plans, be maintained during the term of this Agreement.

#### **Section 8. Separability**

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall insofar as possible, continue in full force and effect.

## **Section 9. Relations to Regulations**

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

## **Section 10. Inclusions**

Adoption by reference of relevant Charter provisions, ordinances, and resolutions, all provisions of the City Charter, ordinances and resolutions of the City Commission relating to the working conditions and compensation of employees in the unit are included herein by references and made a part hereof to the same extent as if they were specifically set forth, except as such provisions are improved herein.

## **Section 11. Management Rights**

It is recognized that the Government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall reign and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are:

1. All rights involving public policy.
2. The rights to decide the number and location of facilities, departments, etc.
3. Work to be performed within the unit.
4. Maintenance and repair.
5. Supervision and the amount thereof.
6. Machinery, tools and equipment.
7. Schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials.
8. Selection and direction of the work force.
9. Organization of the City's departments.

10. Rules, regulations, policies and procedures.
11. Discipline and discharge for just cause.
12. Layoff for lack of funds or work, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.

The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain herein, and shall not exercise these rights in conflict with the terms of this Agreement.

### **Section 12. Duration and Automatic Renewal**

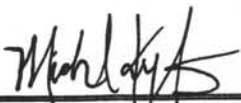
This Agreement shall become effective the 1st day of July, 1995, and its terms and conditions shall remain in full force and effect until June 30, 1998, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify, or terminate this Agreement. In the event that negotiations extend beyond this sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain in full force and effect pending completion of negotiations on a new Agreement.

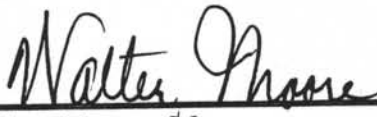
- 1) July 1, 1991 to June 30, 1995; no economic and non-economic changes from the July 1, 1988 to June 30, 1991 contract. The City and Union also agree that the "Me Too Clause" and the Memorandum of Understanding on the "Me Too Clause" expired on June 30, 1991 and is not any part of the 1991-95 collective bargaining agreement.

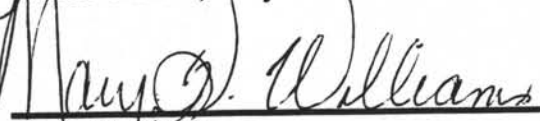
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 19th day of April, 1996.


In the presence of:

**CITY OF PONTIAC, a Michigan Municipal Corporation**

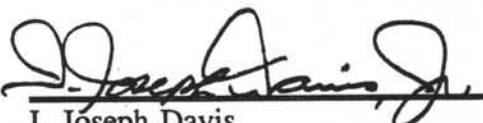
  
\_\_\_\_\_  
Michael Kyritsis  
Labor Relations Administrator


  
\_\_\_\_\_  
Walter Moore, Mayor

  
\_\_\_\_\_  
Mary H. Williams  
City Clerk

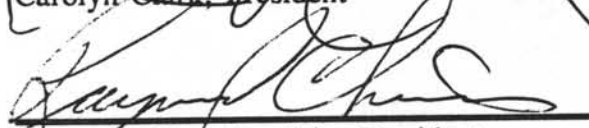
  
\_\_\_\_\_  
Roxanna M. Corum  
Acting Personnel Director

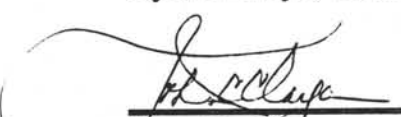
**PONTIAC PROFESSIONAL MANAGEMENT ASSOCIATION**


  
\_\_\_\_\_  
I. Joseph Davis  
Assistant to Mayor

  
\_\_\_\_\_  
Carolyn Clark, President

  
\_\_\_\_\_  
Hymie Dahya, Finance Director

  
\_\_\_\_\_  
Raymond Chomicz, Vice President

  
\_\_\_\_\_  
John C. Claya  
Deputy City Attorney II/Labor

  
\_\_\_\_\_  
Bruce Crossman, Negotiator

  
\_\_\_\_\_  
San Juana Lopez  
Executive Assistant

  
\_\_\_\_\_  
Mary McClendon, Negotiator

**EXHIBIT II**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
PONTIAC PROFESSIONAL MANAGEMENT ASSOCIATION**

By \_\_\_\_\_  
(Please Print)      Last Name              First Name              Middle Name

Department/Division \_\_\_\_\_

Classification \_\_\_\_\_

To the City of Pontiac:

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by the Pontiac Professional Management Association and any assessments levied by said bargaining unit, and to deduct from my earnings, the monthly dues or service fees equal to said initiation fees, dues and assessments as established and certified by said Association.

I authorize you to pay the amounts deducted to the Treasurer of said Association. This authorization shall remain in full force and effect unless terminated by me, by written notice, to the Association and Employer.

Date \_\_\_\_\_

\_\_\_\_\_  
Employee Signature



**ATTACHMENT TO PAY PLAN  
Pontiac Professional Management Association  
Active Classifications**

	<u>Class Code</u>	<u>Classification</u>
GRADE 1		Open
GRADE 2	238	Community Services Supervisor
GRADE 3	29 276 803	Administrative Assistant Roving Leader Cemetery Supervisor
GRADE 4	93 183 184 353	Income Tax Compliance Officer Contract Compliance Officer Contract Compliance Officer-DDA Industrial Engineer
GRADE 5	5 9 19 38 96 97 208 511	Budget Analyst Deputy City Assessor Deputy City Clerk Human Relations Coordinator Payroll/Insurance Analyst Assistant Accounting Supervisor Economic Develop Research Analyst Programmer Analyst
GRADE 6	23 27 215 741 801 1003 1103 1226 1228	Deputy City Treasurer Deputy Internal Auditor Human Rights Officer Building Maintenance Supervisor Cemetery Superintendent Assistant Water Superintendent Assistant Sewage Treatment Supt. Assistant Sanitation Superintendent Senior Budget Analyst
GRADE 7	13 57 103	Income Tax Administrator Internal Auditor Deputy City Attorney

**ATTACHMENT TO PAY PLAN  
Pontiac Professional Management Association  
Active Classifications**

	<b><u>CLASS CODE</u></b>	<b><u>CLASSIFICATION</u></b>
<b>GRADE 7</b>	131	Comptroller
	152	Asst Director Comm & Human Services
	200	Asst Director of Community Develop
	202	Communications Coordinator
	205	Planning & Community Renewal Admin
	206	Economic Development Advisor
	301	City Engineer
	501	Management Systems Administrator
	602	Library Services Administrator
	709	Forestry/Grounds Maintenance Supt
	1001	Water & Sewer Superintendent
	1101	Sewage Treatment Superintendent
	1214	Budget Cost Administrator
	1222	Sanitation Superintendent
	1422	Equipment Maintenance Superintendent

**ATTACHMENT TO PAY PLAN**  
**Pontiac Professional Management Association**  
**Inactive Classifications**

	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>
GRADE 1	20	Special Activities Coordinator
	394	Program Coordinator
GRADE 2	191	Latin Affairs Supervisor
	929	Section 8 Coordinator
		Budget Trainee *
GRADE 3	6	Financial Specialist
	74	Auditor
	273	Citizen Information Assistant
	315	Safety Engineer
	1209	Administrative Aide
	1218	Budget Analyst I
	1219	Inventory & Transit Supervisor
GRADE 4	92	Grants Analyst
	94	Retirement Systems Analyst
	365	Public Works Accounting Coordinator
	925	Housing Manager
	1220	Budget Analyst II
GRADE 5	34	Administrative Services Supt
	199	Citizens Information Supervisor
	506	On Line Programmer
	1104	Process Controls System Programmer
	1227	Budget Analyst III
1635	Police Programmer Analyst	
GRADE 6	14	Deputy Income Tax Administrator
	35	Substance Abuse Program Administrator
	132	Deputy Comptroller
	135	Administrative Services Supervisor
	231	Community Services Administrator
	237	Executive Assistant
	245	Real Estate Development Coordinator
	269	Risk Management Administrator

**ATTACHMENT TO PAY PLAN  
Pontiac Professional Management Association  
Inactive Classifications**

	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>
GRADE 6	503	Deputy Management Systems Admin
	601	City Librarian
	705	Recreation Supervisor
	707	Parks Supervisor
	709	Forestry Supervisor
	1213	Deputy Budget Cost Administrator
	1221	Senior Operations Research Analyst
	1225	Athletic Coordinator
	1600	Police Business Affairs Admin
	GRADE 7	79
197		Development Executive
203		Legislative/Grants Administrator
204		Housing & Urban Redevelopment Admin
207		Block Grant Administrator
303		Design Engineer
325		Inspection Services Administrator
351		Deputy City Engineer
361		Highway Maintenance Superintendent
1205		Production Control Superintendent
1223		Sr Mgt Systems Research Analyst
1301		Operations Superintendent
		Transportation Superintendent *

\* No Class Code Assigned

**PPMA PAY PLAN**  
**Effective July 1, 1995**

Grade	Step A	Step A 1/2	Step B	Step B 1/2	Step C	Step C 1/2	Step D	Step D 1/2	Step E	Step E 1/2	Step F
0	10,466	10,922	11,378	11,836	12,293	13,205	14,118	15,031	15,945	16,857	17,774
1	15,107	15,878	16,646	17,417	18,188	19,726	21,264	22,804	24,344	25,882	27,421
2	17,774	18,567	19,360	20,155	20,948	22,535	24,122	25,709	27,295	28,885	30,472
3	19,550	20,488	21,428	22,359	23,271	25,168	27,039	28,912	30,785	32,658	34,532
4	21,329	22,408	23,488	24,566	25,644	27,803	29,963	32,122	34,281	36,439	38,597
5	24,882	25,931	26,978	28,025	29,072	31,167	33,262	35,357	37,454	39,548	41,643
6	27,549	28,756	29,947	31,143	32,340	34,737	37,132	39,529	41,924	44,304	46,723
7	30,216	31,271	32,329	34,224	36,117	39,071	42,023	44,975	47,926	50,880	53,832



**PPMA PAY PLAN**  
**Effective July 1, 1996**

Grade	Step A	Step A 1/2	Step B	Step B 1/2	Step C	Step C 1/2	Step D	Step D 1/2	Step E	Step E 1/2	Step F
0	10,675	11,141	11,605	12,073	12,539	13,469	14,401	15,332	16,264	17,194	18,130
1	15,409	16,195	16,979	17,765	18,552	20,121	21,689	23,260	24,831	26,400	27,970
2	18,130	18,938	19,747	20,558	21,367	22,986	24,604	26,224	27,841	29,462	31,082
3	19,941	20,898	21,856	22,806	23,736	25,671	27,580	29,490	31,401	33,312	35,222
4	21,756	22,856	23,958	25,057	26,157	28,359	30,563	32,765	34,967	37,168	39,369
5	25,380	26,450	27,518	28,585	29,654	31,790	33,927	36,064	38,203	40,339	42,476
6	28,100	29,332	30,546	31,766	32,986	35,431	37,874	40,319	42,762	45,190	47,657
7	30,820	31,897	32,976	34,909	36,840	39,853	42,864	45,874	48,884	51,897	54,909

**PPMA PAY PLAN**  
**Effective July 1, 1997**

Grade	Step A	Step A 1/2	Step B	Step B 1/2	Step C	Step C 1/2	Step D	Step D 1/2	Step E	Step E 1/2	Step F
0	11,102	11,586	12,070	12,556	13,040	14,007	14,977	15,945	16,915	17,882	18,855
1	16,025	16,843	17,658	18,476	19,294	20,925	22,557	24,191	25,824	27,456	29,089
2	18,855	19,696	20,537	21,380	22,222	23,905	25,588	27,273	28,955	30,641	32,325
3	20,739	21,733	22,730	23,719	24,686	26,698	28,683	30,670	32,657	34,644	36,631
4	22,626	23,770	24,916	26,059	27,203	29,494	31,785	34,075	36,366	38,655	40,944
5	26,395	27,507	28,619	29,729	30,840	33,062	35,284	37,506	39,731	41,953	44,175
6	29,224	30,505	31,767	33,037	34,306	36,849	39,389	41,932	44,473	46,998	49,564
7	32,053	33,173	34,295	36,305	38,313	41,447	44,578	47,709	50,840	53,973	57,105

