

**AGREEMENT**

between

**CITY OF MOUNT PLEASANT**

and

**MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION  
REPRESENTED BY THE TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM)**

**Effective: April 1, 2008 - April 1, 2012**

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## AGREEMENT

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THIS AGREEMENT, effective the 1st day of April, 2008, by and between the CITY OF MOUNT PLEASANT, Michigan, hereinafter referred to as the "Employer," and the MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM) hereinafter referred to as the "Union".

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(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

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## PURPOSE AND INTENT

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The City of Mt. Pleasant is a forward-thinking organization, which, in adopting a culture of organizational development, seeks to continuously improve its work processes through the use of team concepts.

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The Union and the Employer, as equal partners in this effort, are committed to forming a strong, amicable working relationship, based on the principles of organizational development and interest-based problem solving. They are dedicated to combining the most creative efforts of all team members to assure the long-term health of the organization, service excellence for Mt. Pleasant's citizens, the betterment of the community, and a beneficial working climate for all employees.

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Beginning with those principles, the general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

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## RECOGNITION

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### **Section 1.1. Employees Covered**

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Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City of Mt. Pleasant, excluding sworn law enforcement officers, firefighters, and PACT employees.

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### **Section 1.2. Employees Excluded From Coverage**

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The Employer reserves the right to hire and utilize temporary employees from time to time to perform various work as determined and assigned by the Employer. Such temporary

1 employees shall not be within the recognition granted the Union and shall not be covered by the  
2 terms of this Agreement.

3 (a) Such employees may be employed and utilized to perform various work from time  
4 to time and are considered additional employees and are not designated as temporary replacement  
5 employees as set forth in subsection (b) of this Section. The Employer agrees that an employee's  
6 employment under this subsection shall not exceed nine (9) months in any twelve-month period,  
7 unless this period is extended by mutual agreement of the parties.

8 (b) Such employees may be employed and utilized to perform work from time to time  
9 as a temporary replacement for a regular bargaining unit employee who is absent from work for  
10 what is anticipated to be a temporary period of time. An employee employed under this  
11 subsection shall be designated as a temporary replacement employee and shall receive an hourly  
12 pay rate that is no less than the start pay rate step established for the applicable job classification.  
13 The Employer agrees that an employee's employment under this subsection shall not exceed at  
14 any one time a continuous period of twenty-four (24) months unless this period is extended by  
15 mutual agreement of the parties.

## 16 UNION SECURITY

### 17 Section 2.1. Modified Agency Shop

18 Employees covered by this Agreement at the time it becomes effective and who are  
19 members of the Union at that time, or employees who become members thereafter, shall be  
20 required as a condition of continued employment to continue membership in the Union for the  
21 duration of this Agreement.

22 Employees covered by this Agreement who are not members of the Union on the  
23 effective date, or employees who are entered into the bargaining unit thereafter, and who choose  
24 not to become members of the Union within 30 days after the effective date of this Agreement, or  
25 30 days from the date they are first entered into the bargaining unit shall, as a condition of  
26 continued employment, pay to the Union a service fee equal to the regular Union monthly  
27 membership dues.

28 Employees shall be deemed to have complied with the above requirements within the  
29 meaning of this Section if they are not more than sixty (60) days in arrears in payment of  
30 membership dues.

31 It shall be the responsibility of the Union to notify the Employer in writing of any  
32 employees who fail to comply with the above requirements.

## UNION DUES

### **Section 3.1. Payroll Deduction for Union Dues and Non-Membership Service Fee**

(a) During the term of this Agreement and to the extent permitted by law, the Employer agrees to deduct Union membership dues and/or initiation fees uniformly levied by the Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee employed in the collective bargaining unit covered by this Agreement who voluntarily executed and files with the Employer a proper check-off authorization form. The check-off authorization forms shall be supplied by the Union and in a form which meets all legal requirements. The authorization to check-off and deduct Union membership dues and initiation fees is strictly a matter of voluntary choice by the individual employee.

During the term of this Agreement and to the extent permitted by law, the Employer agrees to deduct a service fee equivalent to the dues and/or initiation fees uniformly levied by the Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee employed in the collective bargaining unit covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization form for the service fee. The check-off authorization forms for the service fee shall be supplied by the Union and in a form which meets all legal requirements. The authorization to check-off and deduct the service fee is strictly a matter of voluntary choice by the individual employee.

(b) Deductions shall be made only in accordance with the provisions of the written check-off authorization form, together with the provisions of this Section of the Agreement.

(c) A properly executed copy of the written check-off authorization form for each employee for whom Union membership dues and initiation fees or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect. Any written authorization, which is incomplete or in error will be returned to the Union by the Employer.

(d) Thereafter, on or before the twenty-fifth (25th) day of each succeeding month, the Union shall furnish the Employer with any additional executed written check-off authorization forms under which Union membership dues and initiation fees or service fees are to be deducted beginning with the following calendar month.

(e) Deductions for Union membership dues and initiation fees or service fees for any calendar month shall be made from the first (1st) pay check of that month, provided, however, that the Union may elect to have deductions for such dues and fees for any calendar month made on a bi-monthly basis from the first (1st) two (2) pay checks of that month, and further provided, that the employee has sufficient net earnings to cover the dues and/or initiation fees or service fees. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM), not later than the 1<sup>st</sup> pay date following the end of the month.



1 (f) In cases where a deduction is made which duplicates a payment already made to  
2 the Union by an employee, or where a deduction is not in conformity with the provisions of the  
3 Union Constitution and By-laws, refunds to the employee will be made by the Union.

4 (g) The Union shall notify the Employer in writing of the proper amount of Union  
5 membership dues and initiation fees and any subsequent changes in such amounts.

6 (h) If a dispute arises as to whether or not an employee properly executed or properly  
7 revoked a written check-off authorization form, no further deductions shall be made until the  
8 matter is resolved.

9 (i) The Employer shall not be liable to the Union by reason of the requirements of  
10 this Section of the Agreement for the remittance or payment of any sum other than that  
11 constituting actual deductions made from employee wages, and the Union agrees to hold the  
12 Employer harmless for any and all claims arising out of its agreement to deduct dues and  
13 initiation fees or service fees.

14 (j) In the case of employees rehired, or returning to work after layoff or leave of  
15 absence, or transferred back into the bargaining unit, who have properly re-executed  
16 "Authorization for Check-off" forms, deductions will be made as provided herein.

17 (k) Any employee whose service is broken by death, or who quits, is discharged or  
18 laid off, or who is transferred outside the bargaining unit shall cease to be subject to check-off  
19 deductions beginning with the month immediately following the month in which such death,  
20 quit, discharge, layoff or transfer occurred.

21 (l) The Employer agrees to furnish the Union with an initial list of employee names  
22 for whom deductions for Union membership dues or service fees are being deducted and remitted  
23 to the Union. Any employee new hires or employee terminations shall be noted with respect to  
24 the list of employee names provided in this sub-section.

25 (m) The Employer agrees to furnish the Union with an initial list of the mailing  
26 addresses of employees who are members of the Union and new hires who become members of  
27 the Union. The Employer's obligation under this subsection shall be limited to the mailing  
28 address currently on file with the Employer.

29 **DISPUTES CONCERNING MEMBERSHIP**

30 **Section 4.1. Union Membership Disputes**

31 Any dispute arising as to an employee's membership in the Union shall be reviewed by  
32 the designated representative of the Employer and a representative of the Local Union; and, if not  
33 resolved, may be decided at any necessary subsequent step of the grievance procedure.

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## REPRESENTATION

### **Section 5.1. Union Negotiating Committee**

The Employer agrees to recognize a Union Negotiating Committee of not more than six (6) members, selected by members of the Union, each of whom shall be a seniority employee working for the Employer. Membership on the Negotiating Committee shall be limited to no more than one (1) employee from any one of the Employer's Departments. This committee shall be the representative of the Union for negotiating with the Employer and for adjustment of grievances. One (1) member of the Union Negotiating Committee shall be the Local Union President and shall be designated as the Chairperson of the Union Negotiating Committee and shall be the committee representative from the Department where employed.

The names of the members of the Negotiating Committee shall be given in writing to the Employer. No committee member shall function as such until the Employer has been advised of the committee member's selection, in writing, by the President of the Local Union. Any changes of the membership of the Negotiating Committee shall be reported to the Employer in writing, at least twenty-four (24) hours prior to the time such change takes effect.

### **Section 5.2. City Negotiating Committee**

The Employer agrees to designate a Negotiating Committee of not more than six (6) officials to bargain collectively with the Union relative to grievance and to changes and amendments to this Agreement.

### **Section 5.3. Labor-Management Committee**

During the collective bargaining negotiations leading to the 1998 Agreement, the Employer and the Union agreed to form a Labor-Management Committee. As reaffirmed in the discussions leading to the 2002 Agreement, the Committee shall meet once per month on the third Thursday of each month at 10:00 a.m. The membership of the Labor-Management Committee shall consist of the respective bargaining committees.

The primary purpose of the Committee will be to facilitate contract interpretation and enhance communication. The Committee will continue to utilize the principle-based bargaining ground rules established during bargaining sessions and will use the problem-solving techniques to solve issues that may arise.

## DISCIPLINARY ACTION

### **Section 6.1. Disciplinary Interview**

An employee who is removed from the employee's work for an interview concerning disciplinary action that may be entered on the employee's employment record shall have the right and may if the employee so desires, request the presence of a Steward or other Union representative to represent the employee during such interview.

1 **Section 6.2. Disciplinary Suspension or Discharge**

2 Before an employee is disciplined, suspended without pay or discharged, the Local Union  
3 President or Vice President and the Steward shall be advised immediately prior to the effective  
4 date thereof. Written notification setting forth the reasons for the disciplinary action will be  
5 provided to the Local Union President (or if not available, another employee representative of the  
6 Union) within twenty-four (24) hours from the occurrence of the disciplinary action, excluding  
7 Saturday, Sunday and holidays (recognized under this Agreement). A grievance arising from a  
8 disciplinary suspension without pay or discharge shall be filed at Step 3 of the grievance  
9 procedure in accordance with the time limit set forth therein.

10 **Section 6.3. Employment Record**

11 A written copy of any disciplinary action shall be entered into the employee's record  
12 within 4 days.

13 **GRIEVANCE AND ARBITRATION PROCEDURE**

14 **Section 7.1. Definition of Grievance**

15 A grievance shall be a complaint by an employee concerning the application and  
16 interpretation of this Agreement as written.

17 **Section 7.2. Grievance Procedure**

18 All grievances shall be handled in the following manner:

19 (a) Step 1.

20 1. Verbal Discussion. In case any employee may have a grievance, the  
21 matter shall first be discussed with the Department Head or appropriate  
22 supervisor by the aggrieved employee and/or the employee's Steward  
23 within seven (7) days, excluding Saturday, Sunday and holidays  
24 (recognized under this Agreement), after the grievance allegedly occurred.  
25 An oral answer by the Department Head or appropriate supervisor must be  
26 given within three (3) days, excluding Saturday, Sunday and holidays  
27 (recognized under this Agreement), following the date of the Step 1 Verbal  
28 Discussion. The Department Head or appropriate supervisor shall give a  
29 verbal answer to the employee involved or the employee's Steward,  
30 whoever is applicable. The Department Head or appropriate supervisor  
31 referred to in this Step 1 Verbal Discussion shall be interpreted to mean  
32 the Department Head or appropriate supervisor in the Department where  
33 the grievance allegedly occurred.

34 2. Written Procedure – Department Head. If no satisfactory adjustment is  
35 made with the Department Head in the Step 1 Verbal Discussion, the

1                   aggrieved employee and/or the employee's representative may within five  
2                   (5) days, excluding Saturday, Sunday and holidays (recognized under this  
3                   Agreement), following the answer in the Step 1 Verbal Discussion, submit  
4                   the grievance to the Department Head in writing. The grievance shall  
5                   indicate the Section or Sections of this Agreement in dispute and shall as  
6                   reasonably practicable adequately set forth the facts pertaining to the  
7                   alleged violation. A written answer shall be given by the Department  
8                   Head within five (5) days, excluding Saturday, Sunday and holidays  
9                   (recognized under this Agreement), following the date on which the  
10                  written grievance was submitted at this Step 1 Written Procedure –  
11                  Department Head. The written answer of the Department Head shall be  
12                  given to the employee involved or the employee's representative, whoever  
13                  is applicable.

14                  (b)     Step 2.

15                  1.     Written Procedure – Division Head. If no satisfactory adjustment is made  
16                  with the Department Head in the Step 1 Written Procedure – Department  
17                  Head, the aggrieved employee and/or the employee's representative may  
18                  within five (5) days, excluding Saturday, Sunday and holidays (recognized  
19                  under this Agreement), following the answer in the Step 1 Written  
20                  Procedure – Department Head, submit the grievance to the Division Head  
21                  in writing. The grievance shall indicate the Section or Sections of this  
22                  Agreement in dispute and shall as reasonably practicable adequately set  
23                  forth the facts pertaining to the alleged violation. A written answer shall be  
24                  given by the Division Head within five (5) days, excluding Saturday,  
25                  Sunday and holidays (recognized under this Agreement), following the  
26                  date on which the written grievance was submitted at this Step 2 Written  
27                  Procedure – Division Head. The written answer of the Division Head shall  
28                  be given to the employee involved or the employee's representative,  
29                  whoever is applicable.

30                  (c)     Step 3.

31                  1.     Written Procedure – Special Conference. If the grievance is not settled in  
32                  the Step 2 Written Procedure – Division Head, the grievance may be  
33                  submitted to the Employer's City Manager or the City Manager's  
34                  designated representative within five (5) days, excluding Saturday, Sunday  
35                  and holidays (recognized under this Agreement), following receipt of the  
36                  Employer's written answer in Step 2 Written Procedure – Division Head.  
37                  The City Manager and/or designated representative and the employee  
38                  involved or the Local Union President, whoever is applicable, shall make  
39                  mutually agreeable arrangements for a special conference regarding the  
40                  grievance. The conference shall be held within twenty-one (21) days,  
41                  excluding Saturday, Sunday and holidays (recognized under this  
42                  Agreement), following the date on which the written grievance was  
43                  submitted at this Step 3 Written Procedure – Special Conference to the

1 City Manager or designated representative. The purpose of the conference  
2 shall be for discussion of the grievance in an effort to settle the same; and  
3 the conference shall, accordingly, be limited to only the grievance under  
4 consideration. Attendance at the conference shall consist of the employee  
5 involved, and/or the Local Union President, whoever is applicable, and the  
6 City Manager and/or designated representative, provided, however, that  
7 both parties may have two (2) additional representatives in attendance at  
8 the conference and these additional representatives may include non-  
9 employee representatives. If the grievance is not settled within fourteen  
10 (14) days, excluding Saturday, Sunday and holidays (recognized under this  
11 Agreement), following the date of the special conference, the Employer  
12 shall issue a written decision within that period of time. The written  
13 decision of the Employer shall be given to the employee involved or to the  
14 Local Union President, whoever is applicable, or, in the absence of the  
15 employee or the Local Union President, to an employee representative of  
16 the Union.

17 (d) Step 4.

18 1. Arbitration Request. If the grievance is not settled in the Step 3 Written  
19 Procedure – Special Conference, the Union may request arbitration of any  
20 unresolved grievance which is arbitrable by giving written notice to the  
21 Employer's City Manager of the Union's intent to arbitrate within thirty  
22 (30) days following receipt of the Employer's written answer in Step 3 of  
23 the grievance procedure. If no written notice of intent to arbitrate is given  
24 to the Employer's City Manager, the grievance shall be considered settled  
25 and, as such, the grievance may not be subsequently reinstated.

26 **Section 7.3. Time Limits**

27 The time limits established in the grievance procedure shall be followed by the parties  
28 hereto. If the time procedure is not followed by the Union, the grievance shall be considered  
29 settled without precedent. If the time procedure is not followed by the Employer, the grievance  
30 shall automatically advance to the next step, but excluding arbitration, unless the Union requests  
31 arbitration in accordance with the procedures established in this Agreement. The time limits  
32 established in the grievance procedure may be extended by mutual agreement in writing,  
33 provided, however, that the extension request shall be put in writing by the party requesting the  
34 extension.

35 **Section 7.4. Grievance Form**

36 The grievance form shall be prepared in a manner that coincides with the grievance  
37 procedure established in this Agreement and shall be mutually approved by the Employer and the  
38 Union.

1 **Section 7.5. Consolidation of Similar Grievances**

2 In the event that a grievance has been processed to the Step 3 Written Procedure – Special  
3 Conference and there are other grievances involving the same issue, all such grievances may be  
4 consolidated for consideration at the Step 3 Written Procedure – Special Conference, provided  
5 such consolidation is mutually agreed upon by the Employer and the Union.

6 **Section 7.6. Selection of Arbitrator and Arbitration Hearings**

7 After a grievance which is arbitrable is properly referred to arbitration, the parties shall  
8 attempt as soon as reasonably convenient to select an arbitrator. If no such arbitrator can be  
9 selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by  
10 mutual agreement from a panel of seven (7) arbitrators obtained from the Federal Mediation and  
11 Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from this  
12 panel, the arbitrator shall be selected by each party alternately striking a name from the panel of  
13 arbitrators with the remaining name serving as the arbitrator. The selection of the arbitrator shall  
14 be completed within ninety (90) days following the date the Union submits to the Employer its  
15 written notification of intent to arbitrate the grievance. It shall be within the sole discretion of  
16 each party whether to bear the full cost of the expenses of its own witnesses and representatives,  
17 including pay for all working time lost during an employee's regularly scheduled shift. In no  
18 event shall one party be responsible for bearing the costs and expenses of the other party's  
19 witnesses and representatives, including pay for all working time lost during an employee's  
20 regularly scheduled shift. It is provided, however, that the Employer agrees to pay for actual  
21 working time lost during the regularly scheduled shift of the Steward involved with the  
22 grievance. The compensation and expenses of the arbitrator and any costs incurred in connection  
23 with the location of the arbitration hearing shall be shared equally by the Employer and the  
24 Union. It is provided, however, that if a scheduled arbitration hearing is canceled, adjourned or  
25 postponed within seven (7) days or less prior to the scheduled date, then any fee that may be  
26 assessed by the arbitrator due to the late cancellation, adjournment or postponement shall be paid  
27 in full by the party making the cancellation, adjournment or postponement, unless such  
28 cancellation, adjournment or postponement is the result of mutually resolving the grievance, in  
29 which case the parties shall equally share any fees assessed by the arbitrator. Any employee  
30 called as a witness either by the Employer or the Union shall be excused from the arbitration  
31 hearing after the employee's testimony is completed, subject to the need for further testimony at a  
32 later time.

33 **Section 7.7. Arbitrator's Powers**

34 The arbitrator shall limit decisions strictly to the interpretation and application or  
35 enforcement of the provisions of this Agreement or its supplements and make no decision  
36 contrary to or inconsistent with or modifying or varying the terms of this Agreement or its  
37 supplements. The arbitrator shall have no authority to require the Employer to delegate, alienate  
38 or relinquish any powers, duties, responsibilities, obligations, or discretions given it by state law  
39 or City charter. The arbitrator's decision shall be final and binding upon the Union, Employer  
40 and employees.

1 **NO STRIKE - NO LOCKOUT**

2 **Section 8.1. Prohibition**

3 The Union agrees that during the term of this Agreement neither it nor its officers,  
4 representatives, committee members, its members nor the employees covered by this Agreement  
5 will, for any reason, directly or indirectly call, sanction or engage in any strike, either complete or  
6 partial, or in any complete or partial stoppage of work, walk-out, slow-down, sit-down, stay-in,  
7 stay-away, boycott of a primary or secondary nature, refusal to perform assigned work, limitation  
8 or withholding of work, picketing, or any other activities that may result in any interference in  
9 any manner with the normal operations of the Employer and the services provided by the  
10 Employer. The Employer agrees that during the term of this Agreement, it will not lock out any  
11 employees covered by this Agreement.

12 The Employer reserves the sole right to discipline an employee or employees up to and  
13 including discharge for violating any of the provisions of this Section. Any appeal to the  
14 grievance and arbitration procedure shall be limited to the question of whether the employee or  
15 employees did, in fact, engage in any prohibited activity provided in this Section.

16 This Section of the Agreement is in addition to the statutory provisions of Act No. 336,  
17 State of Michigan, Public Acts of 1947, as amended, which prohibits strikes and related action  
18 interfering with the normal operations and services of the Employer and the full and proper  
19 performance of job duties by employees.

20 **STEWARDS**

21 **Section 9.1. Stewards**

22 Stewards and alternate Stewards, each of whom shall be a seniority employee working for  
23 the Employer, shall be selected by the respective members of the bargaining unit to represent the  
24 following districts: streets and parks, waste treatment and water, and office professionals. The  
25 Employer shall be notified within five (5) working days of any changes in Stewards. A Steward,  
26 during working hours and without loss of pay or time, shall investigate and present grievances  
27 originating in the Steward's respective district to the Employer, provided the Steward has  
28 obtained permission from the Steward's supervisor. The Steward or alternate Steward shall be  
29 temporarily excused from assigned duties by the supervisor as soon as reasonably possible and  
30 only after proper arrangements have been made for the continued performance of the Steward's  
31 assigned duties.

32 When a Steward's Union duties require the Steward to visit a work area, the Steward shall  
33 first contact the Supervisor of that area. It is recognized that the purpose of equitable  
34 representation may require changes in districts by adding new or consolidating districts as  
35 increases or decreases in the work force occur. Any such changes must be mutually agreed upon  
36 by the Employer and the Union.

37 A Chief Steward will be allowed to investigate and present grievances in all districts.

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## **SPECIAL CONFERENCES**

### **Section 10.1. Special Conferences**

Special conferences for any matters, including proposed grievances, may be arranged between the Local Union President and the City Manager upon the request of either party. Special conferences shall be informally arranged and the matters to be considered at such meeting shall be by agreement of both parties. The number of persons needed at the conference, which may include a representative of the MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM), shall be by agreement between the parties involved. Neither the representative of the Employer nor the representatives of the Union shall lose time or pay spent in such special conferences if the conferences are held during the working hours of a particular participant in the conference.

## **MANAGEMENT RIGHTS**

### **Section 11.1. Rights**

Except as specifically amended or abridged by the terms of this Agreement, the management and control of the Employer in all of its operations and activities, the determination of all matters of Employer and management policy, operation and location; the location where work will be performed; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, demote, assign, transfer or layoff and recall employees, or to reduce or increase the size of the working force; to establish job classifications of work and the number of employees required and the number of hours in employee work schedules; to establish work schedules and to provide and assign relief personnel; to eliminate totally or partially or combine or otherwise revise existing job classifications; to establish new job classifications; to establish and change from time to time reasonable rules and regulations, including safety rules and regulations; to maintain safety, order and efficiency; to establish job descriptions as deemed desirable and satisfactory work standards; to determine the nature and number of departments to be operated; to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations; is within the sole prerogatives of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; the standards of efficiency and productivity; and the methods, processes, means and materials to be used. The Employer shall have the right to continue and maintain its operations as in the past and prior to the execution of this Agreement with the Union but the Employer shall also have the right to study and use improved methods, means, equipment and outside assistance either in or outside of the Employer's City-wide operations, including subcontracting. It is understood and the Union agrees that the Employer reserves and retains solely and exclusively all of its inherent and customary rights to manage and administer the Employer's operations in all respects. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement.



1 **Section 11.2. Supervisors Doing Bargaining Unit Work**

2 The City has the right from time to time and depending upon circumstances to have  
3 PACT (Professional, Administrative, Confidential and Technical) employees perform regular  
4 bargaining unit work, which may vary in terms of manner and extent.

5 **FAIR EMPLOYMENT STANDARDS**

6 **Section 12.1. Discrimination Complaints**

7 There shall be no discrimination in hiring, upgrading, demoting or transferring, as to race,  
8 creed, color, national origin, sex, marital status or dependents, political party or union affiliation.  
9 Complaints regarding the application and interpretation of this Section of this Agreement may be  
10 processed in accordance with the grievance procedure established in this Agreement, but any  
11 such complaints shall not be subject to the arbitration procedure established in this Agreement.  
12 This does not prohibit arbitration of a grievance which primarily involves a complaint alleging  
13 violation of a different Section of this Agreement and a violation of this Section is alleged only  
14 as a secondary complaint.

15 **Section 12.2. Reasonable Accommodation Obligation**

16 The Union and the Employer recognize that, under state and federal law, the Employer  
17 has an affirmative duty to make reasonable accommodations with respect to the employment of  
18 eligible individuals who have certain handicaps or disabilities. This obligation to consider  
19 reasonable accommodations includes, for example, restructuring of jobs or restructuring of the  
20 method by which work product or results are accomplished, modification of work schedules and  
21 transfer or reassignment to a different job position. In situations where the Employer determines  
22 that a reasonable accommodation is appropriate in order to meet its obligations under the law, the  
23 Union agrees that the reasonable accommodation shall be implemented without challenge  
24 notwithstanding any provisions of this Agreement that may be in conflict. Accordingly, neither  
25 the Employer nor the Union shall be liable for any deprivation of rights suffered by an employee  
26 as a result of compliance with provisions of state and federal law regarding the initial  
27 employment or continued employment of eligible individuals with certain handicaps or  
28 disabilities and the duty to reasonably accommodate.

29 **UNION RESPONSIBILITIES**

30 **Section 13.1. No Discrimination**

31 There shall be no discrimination among employees by virtue of participation or non-  
32 participation in Union affairs.

1 **Section 13.2. Union Business**

2 No Union business will be performed on City time other than as required by Stewards to  
3 investigate grievances and others to represent the Union involved in grievance proceedings or in  
4 negotiations with Employer's representatives.

5 **Section 13.3. No Discrimination**

6 The Union shall not discriminate against, deny office to or take any other action against  
7 employees except in conformity with the By-Laws of the MOUNT PLEASANT MUNICIPAL  
8 EMPLOYEES ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND  
9 OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM), current copies of which shall  
10 be provided the Employer.

11 **SENIORITY**

12 **Section 14.1. Acquiring Seniority**

13 (a) New permanent, full-time and part-time [a person regularly scheduled to work  
14 twenty (20) or more hours per week] employees hired in the unit shall be considered as  
15 probationary employees for the first six (6) months of their employment. When an employee  
16 satisfactorily finishes the probationary period, the employee shall be entered on the seniority list  
17 of the unit and shall rank for seniority from the date the employee was hired. There shall be no  
18 seniority among probationary employees. During this period, an employee shall be considered a  
19 probationary employee who may be laid off or discharged by the Employer without regard to this  
20 Agreement. The Employer may extend the probationary period in situations where, in the  
21 opinion of the Employer, an employee's performance has not been fully satisfactory, provided,  
22 however, that any such extension shall not exceed an additional ninety (90) calendar days.

23 (b) Any temporary employee who is subsequently hired as a regular non-temporary  
24 employee within the bargaining unit covered by this Agreement shall serve a probationary period  
25 of six (6) months. When such an employee satisfactorily finishes the probationary period, the  
26 employee shall rank for seniority from the employee's date of hire as a regular non-temporary  
27 employee.

28 (c) An employee on authorized leave will continue to accrue seniority. It is provided,  
29 however, that any leave time for which an employee does not either receive regular pay from the  
30 Employer or receive accrued paid benefit time shall not be counted for purposes of determining  
31 eligibility for wage step progression under the Employer's job classification pay plan.

32 (d) For purposes of this Agreement, seniority shall be defined to mean the length of  
33 the employee's continuous service with the Employer commencing from the employee's last date  
34 of hire as an employee in the bargaining unit covered by this Agreement. Employees who are  
35 hired on the same date shall be placed on the seniority list in alphabetical order of their surnames.

1 **Section 14.2. Seniority List**

2 The Employer agrees to furnish the Local Union President with a current seniority list on  
3 a semi-annual basis (January and July).

4 **Section 14.3. Loss of Seniority**

5 An employee's seniority with the Employer shall be lost and the employment relationship  
6 shall terminate under the following conditions:

7 (a) If the employee quits or retires.

8 (b) If the employee is discharged and the discharge is not reversed through the  
9 grievance and arbitration procedure established in this Agreement.

10 (c) If the employee is on layoff status consecutively for a period of two (2) years or  
11 the length of the employee's seniority acquired by the employee at the time of layoff, whichever  
12 is the lesser.

13 (d) If the employee fails to return to work on the required date following recall to  
14 work from layoff in accordance with the procedures established in this Agreement, unless the  
15 employee's failure to return to work on the required date is otherwise excused for a reason  
16 satisfactory to the Employer.

17 (e) If the employee fails to return to work on the required date following a leave of  
18 absence or vacation, unless the failure to report is due to an emergency condition beyond the  
19 control of the employee.

20 (f) If the employee is absent from work for two (2) consecutively scheduled  
21 Employer work shifts for the employee without properly notifying the Employer, unless the  
22 employee's failure to properly notify is excused for a reason satisfactory to the Employer. The  
23 provisions of this subsection (f) are intended to apply only to an employee's obligation to  
24 properly notify the Employer of absence within the required period of time. Regardless of  
25 whether an employee properly notifies the Employer, the employee may still be subject to  
26 disciplinary action up to and including discharge for the absence if the reason for the absence is  
27 not satisfactory.

28 **Section 14.4. Preferential Seniority of Union Officers and Stewards**

29 Notwithstanding their position on the seniority list, the Stewards (in order of their most  
30 recent dates of hire) and Local Union President, in that order, shall, in the event of a layoff only,  
31 be continued at work as long as there is a job in the unit for which they have the necessary ability  
32 to perform the remaining required work and provided they can satisfactorily meet the required  
33 hours in the remaining work schedule. Such Union Stewards and officers shall be recalled to  
34 work in the event of a layoff in the reverse order they were laid off to the first open job in the unit  
35 for which they have the necessary ability to perform the remaining required work and provided  
36 they can satisfactorily meet the required hours in the remaining work schedule.

1 **LAYOFF AND RECALL**

2 **Section 15.1. Layoff Definition and Determination**

3 For purposes of the layoff and recall Sections of this Agreement, the term “layoff” shall  
4 refer to a reduction in the Employer's work force due to a lack of work, a decrease in work or a  
5 change or reallocation in appropriation of funds by the Employer. In the event that a layoff is  
6 deemed necessary, the determination as to which particular job classification or job  
7 classifications within which particular department or departments shall be affected by the layoff  
8 shall be made by the Employer.

9 **Section 15.2. Layoff**

10 When the work force is reduced and it becomes necessary to lay off an employee or  
11 employees, the employees in the department and classification affected shall be laid off in the  
12 following order:

- 13 (a) Temporary employees
- 14 (b) Part-time probationary employees
- 15 (c) Full-time probationary employees
- 16 (d) Part-time employee(s) with the least seniority
- 17 (e) Full-time employee(s) with the least seniority

18 An employee with seniority displaced from the employee's regular classification by  
19 indefinite layoff shall be allowed to exercise seniority by replacing the employee with the least  
20 seniority in the following order:

- 21 (a) Replacing the employee with the least seniority in the identical classification in  
22 any other department.
- 23 (b) Replacing the employee with the least seniority in another classification within the  
24 same department
- 25 (c) Replacing the employee with the least seniority in any classification in any  
26 department

27 In all cases, an employee retained must presently have the necessary qualifications to  
28 perform the remaining work, and must be able to meet the required hours in the remaining work  
29 schedule.

30 The City agrees to provide a minimum of two (2) weeks' notice to the employee(s) to be  
31 laid off.

1           The term “qualifications” shall be defined to include skill, ability, experience, training  
2           and work record. The term “seniority” is defined under Section 14.1 of this Agreement.

3           **Section 15.3. Rate of Pay Applicable in Layoff Realignment**

4           An employee who, due to a layoff realignment under the layoff provisions of Section 15.2  
5           of this Agreement, is in a different job classification shall receive the straight time regular rate of  
6           pay in the new job classification pay range at the pay rate step which coincides with the pay rate  
7           step the employee was at in the employee's former job classification. Thereafter, the employee  
8           shall progress in pay rate within the established pay range in accordance with the procedures  
9           established under this Agreement.

10          **Section 15.4. Recall and Recall Procedure**

11          Recall to work from layoff for employees who have seniority shall be accomplished by  
12          recalling the employee with the greatest seniority in the particular job classification affected by  
13          the recall. Further recalls to work shall follow the order of seniority in the job classification  
14          affected. An employee who has seniority and is laid off from the employee's regular job  
15          classification shall have recall rights to the employee's regular job classification; provided,  
16          however, that in all cases any employee recalled must presently have the qualifications to  
17          perform the remaining work, must be able to meet the required hours in the remaining work  
18          schedule and must accept such recall when offered.

19          If an employee who has seniority is laid off, and prior to the effective date of such layoff  
20          the Employer has posted, distributed and/or otherwise given notice of the date of resumption of  
21          work, the employee shall report to work as provided in such notice.

22          When employees who have seniority are recalled to work from a layoff without prior  
23          knowledge of the date of resumption of work, the Employer may attempt to telephone the  
24          employee first in an attempt to give the employee notice of the recall. The notification of recall  
25          to work shall be confirmed by the Employer by certified mail sent to the employee's last known  
26          address on file with the Employer, regardless of whether the employee was, in fact, contacted by  
27          telephone. If an employee fails to reports for work within seven (7) days, excluding Saturday and  
28          Sunday, from the date of the postmark of the notice of recall sent by certified mail, the employee  
29          shall be considered a voluntary quit, unless excused for a reason satisfactory to the Employer.  
30          shall be the employee's sole responsibility to keep the employee's current telephone number and  
31          mailing address on file with the Employer, and the Employer's reliance on these records shall  
32          mean that the Employer's obligations under this Section are fully satisfied.

33          **Section 15.5. Exceptions**

34          Exceptions or deviations from the layoff procedure set forth in Section 15.3 of this  
35          Agreement may be necessary or desirable in appropriate circumstances. Any exceptions or  
36          deviations shall be subject to mutual agreement between the parties and, as such, may properly be  
37          made the subject of a special conference.

1 **TRANSFERS**

2 **Section 16.1. Transfer In and Out of TPOAM Bargaining Unit Position**

3 (a) If an employee is transferred from one bargaining unit recognized by the  
4 Employer to the bargaining unit covered by this Agreement, the employee's length of service  
5 with the Employer shall be recognized for the purpose of benefits provided for in this Agreement,  
6 except for pay, promotion, layoff and any other benefits or terms for which the employee may by  
7 state or federal law be ineligible. Effective on the date of the transfer, the employee shall enter  
8 into the probationary period set forth under this Agreement and shall acquire seniority in this  
9 bargaining unit as provided for other employees under the provisions of this Agreement.

10 (b) If an employee is transferred to a position under the Employer not included in the  
11 Union and is thereafter transferred again to a position within the Union within two (2) years, the  
12 employee shall have accumulated seniority while working in the position to which the employee  
13 was transferred. Employees re-transferred under the above circumstances shall retain all rights  
14 accrued for the purpose of any benefits provided for in the Agreement.

15 **Section 16.2. Movement of Work**

16 The Employer agrees to discuss with the Union any movement of work not covered by  
17 this Agreement in order to protect the seniority of the employees involved. This Section shall be  
18 limited to significant movements of work such as, by way of illustration but not limitation,  
19 relocation of one of the Employer's street department garages and shall not apply to day-to-day  
20 work assignments, temporary transfers, or minor reassignments of work.

21 **Section 16.3. Temporary Transfers to a Different Job Classification**

22 The Employer reserves the right to make temporary employee transfers from time to time  
23 to a different job classification as determined by the personnel and service requirements of the  
24 Employer. The Employer agrees that temporary employee transfers to a different job  
25 classification shall not be made for the sole purpose of avoiding overtime pay under the  
26 provisions of this Agreement.

27 Employees who are temporarily transferred for a period of three (3) consecutive hours or  
28 less shall receive the straight time regular rate of pay of their regular job classification for the  
29 period of the temporary transfer.

30 Employees who are not fully qualified for the temporary transfer job and who are  
31 temporarily transferred for a period of more than three (3) consecutive hours shall receive either  
32 their current rate of pay or the straight time regular rate of pay for the job to which they were  
33 temporarily transferred at the pay rate step which is immediately higher than the pay rate step the  
34 employee currently receives, whichever is greater, for the period of the temporary transfer.

35 Employees who are fully qualified for the temporary transfer job and who are temporarily  
36 transferred for a period of more than three (3) consecutive hours shall receive either their current  
37 rate of pay or the straight time regular rate of pay for the job to which they were temporarily

1 transferred at the pay rate step the employee currently receives, whichever is greater, for the  
2 period of the temporary transfer.

3 **Section 16.4. Temporary Transfers Within the Same Job Classification**

4 (a) Temporary Job Assignment

5 The Employer shall have the right to determine and make, from time to time, temporary  
6 job assignments and temporary job transfers for employees to any area or shifts or work  
7 schedules within their job classifications.

8 In situations where a temporary job assignment or job transfer for an employee within  
9 classification would involve assignment to a different shift as compared to the employee's normal  
10 work shift, the Employer agrees to first attempt to solicit volunteers from among employees who  
11 are considered and determined by the Employer as qualified and available. In the event that a  
12 sufficient number of volunteers are not obtained, the Employer agrees to make a good faith  
13 attempt to distribute temporary assignments to a different shift among employees who are  
14 considered and determined by the Employer as qualified and available on as reasonably equitable  
15 basis as practicable.

16 It is expressly understood and agreed that a temporary job assignment or job transfer for  
17 an employee within classification may be made for the sole purpose of avoiding overtime pay  
18 under the provisions of this Agreement. It is provided, however, that in situations where the  
19 temporary transfer involves assignment to a different shift as compared to the employee's normal  
20 work shift, the Employer agrees that such transfer, if made for the sole purpose of avoiding  
21 overtime pay under the provisions of this Agreement, shall be made only in cases where the  
22 temporary transfer or assignment is anticipated to be of four (4) or more workdays.

23 (b) Temporary Transfer to Cover for Declared Vacancy

24 In situations where a temporary job assignment or job transfer for an employee within  
25 classification involves assignment to a different shift as compared to the employee's normal work  
26 shift and the temporary transfer is being made in order to cover a vacancy which is not due to a  
27 leave of absence or vacation, the Employer agrees to make a good faith attempt to secure a  
28 replacement employee for the vacancy within a reasonable period of time not to exceed six (6)  
29 months, unless unusual circumstances are involved and a longer period of time is therefore  
30 necessary.

31 **Section 16.5. Temporary Transfer to a Different Shift for Shift Exposure**

32 In the event the Employer and two (2) employees within the same job classification agree  
33 to temporarily change shifts, the affected employees have the following compensation options:

34 (a) An hourly add on of \$1.50 for each hour worked on the new shift, or

35 (b) Accruing compensatory time at the rate of .10/hour for each regular hour paid  
36 (example: eighty (80) hours paid equals eight (8) hours of compensatory time accrued).

1 An employee currently receiving a shift premium shall retain such premium throughout  
2 the temporary transfer period regardless of the shift assignment. An employee transferring  
3 temporarily to a shift incorporating a premium shall receive the premium throughout the transfer  
4 period.

## 5 **JOB POSTING AND BIDDING PROCEDURES**

### 6 **Section 17.1. Posting of Jobs**

7 All vacancies occurring in existing permanent job positions or new permanent job  
8 positions shall be posted on the bulletin boards for eight (8) calendar days prior to ceasing to  
9 accept applications and a copy provided to the Local Union President. Employees who have  
10 seniority and who are interested shall apply on a form provided by the Employer during the  
11 posting period, provided there is no violation of the Nepotism Policy.

12 If the position is not filled within six (6) months of the advertising deadline, the Employer  
13 will notify the Union President as to why the position has not been filled. Prior to re-advertising  
14 for the position, the Employer will follow the posting and bidding procedure.

15 It is provided, however, that when such a vacancy occurs and it is determined that there is  
16 no longer a need to have the work of that particular job position performed on the same basis,  
17 there shall be no obligation on the part of the Employer to post for bidding such vacancy.

18 Although the job posting and bidding procedures set forth in this Section and set forth in  
19 Section 17.2, Section 17.3 and Section 17.4 of this Agreement are applicable only to employees  
20 who have seniority, the Employer reserves the right in its discretion to allow probationary  
21 employees and/or non-bargaining unit employees to submit application for posted job positions.  
22 It is provided, however, that in situations where there are either no seniority bargaining unit  
23 employee bidders or there are no seniority bargaining unit employee bidders who are determined  
24 to be qualified, then the decision regarding whether to award a posted job position to a  
25 probationary employee or a non-bargaining unit employee or to fill the position from some other  
26 source is within the discretion of the Employer.

27 Definition of Vacancy. The term "vacancy" for purposes of this Section and any other  
28 Section of this Agreement shall be defined to mean a job position falling within the bargaining  
29 unit covered by this Agreement which the Employer has determined to fill or staff on a regular  
30 basis with an employee or employees. The determination to fill or staff a job position on a  
31 regular basis, thereby creating a vacancy, is reserved to the Employer within its sole discretion.  
32 Under no circumstances can a vacancy automatically occur. A vacancy is not created until such  
33 time as the Employer affirmatively decides to fill or staff with an employee or employees on a  
34 regular basis what was either a previously existing job position or what is a newly created job  
35 position. For example, a vacancy is not automatically created merely because an employee  
36 transfers out from what was a previously existing job position or because an employee is no  
37 longer employed by the Employer.



1     **Section 17.2. Awarding of Jobs**

2             Standard, oral, written and/or practical tests may be uniformly administered to determine  
3 the qualifications and ability of the applicants. Appointments shall be made on the basis of  
4 qualifications and ability and seniority. If the senior applicant(s) is denied the position, the  
5 applicant shall be advised in writing of the reasons for the denial. The Local Union President  
6 shall be provided a list of the names of those who bid for the job and to whom it was awarded. It  
7 is agreed that this Section shall continue to be applied and interpreted in accordance with the  
8 Employer's established practices.

9             The Employer shall determine the interviewing procedure and rating process to be  
10 utilized in assessing the qualifications and ability of an applicant or group of applicants. This  
11 includes determining the factors to be considered and the degree of weight to be assigned to those  
12 factors. If, as a result of the interviewing and rating process, two (2) or more applicants are  
13 assessed as equal, then the employee-applicant with the greatest seniority shall be awarded the  
14 job bid. For purposes of this Section, two (2) or more employee-applicants who, as a result of  
15 the interviewing and rating process, achieve a total numerical score that is within five percent  
16 (5%) of each other shall be assessed as equal.

17     **Section 17.3. New Job Trial Period**

18             An employee awarded the position shall have a maximum of six (6) months trial period to  
19 demonstrate the employee's ability to satisfactorily perform the work. During the trial period, the  
20 employee may be returned by the Employer to the employee's former position prior to the  
21 completion of the trial period. The decision to return an employee to the employee's former  
22 position is reserved to the Employer within its discretion, and the Employer's judgment in this  
23 regard shall not be subject to challenge unless it is asserted that the Employer's judgment was  
24 exercised for discriminatory or arbitrary reasons. The employee shall be advised in writing of the  
25 reasons for being returned to the former position. The Employer may, at any time during the trial  
26 period after the first thirty (30) days elect to permanently classify the employee in the new  
27 position. The employee may elect to return to the employee's former position during the first  
28 thirty (30) days of the trial period. In the event that the employee is undecided about staying in  
29 the new position at the end of thirty (30) calendar days, the employee may, with the approval of  
30 both the supervisor in the employee's former position and the supervisor in the employee's new  
31 position, extend the trial period for a period not to exceed thirty (30) calendar days.

32     **Section 17.4. Rate of Pay Applicable**

33             In situations where an awarded position involves an employee transferring to a different  
34 job classification, the employee will receive the rate of pay for the new classification equal to the  
35 employee's present pay step, including any applicable premium pay.

**TRAINING**

**Section 18.1. Training Programs**

The Employer may institute training programs to improve job skills, general knowledge and job safety, and to qualify employees for promotion to advanced positions. Employees shall be reimbursed for lost work time and all reasonable expenses incurred therewith.

The opportunity for cross training shall be available to Employees on a citywide basis. A written request for cross training shall be submitted to the affected division head(s). Cross training can actually occur only if the Employee or Employees affected agree and only if the department or departments affected agree. In order to engage in cross training, the situation does not necessarily need to involve an exchange or switch of two employees between job positions. Cross training requests shall be considered for approval and addressed on an individual basis.

**Section 18.2. Education Benefit**

(a) The Employer will issue a check to the employee equaling 85% of the tuition and fees when it is billed by the adult education, community college, or university up to the following maximums per calendar year.

<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
3 courses not to exceed ten (10) credit hours	2 courses not to exceed seven (7) credit hours	2 courses not to exceed five (5) credit hours

Approved non-traditional courses will be paid using the per credit hour rate established for traditional coursework at the community college or university the non-traditional course is taken. An annual dollar maximum will be established at the initial request.

Approval is contingent upon the following criterion:

1. The course is job related, is a degree requirement for any degree related to the employee’s current position, or is a degree that may aid the employee in being promoted by the Employer.

2. The application for payment and the course description are submitted and approved by the Human Resources Director prior to enrollment in accordance with the advance notification requirement established in this paragraph. The Employer’s budget for the fiscal year is usually finalized in the month of December following a six (6) month budgetary process and, therefore, in order for an application to be eligible for consideration, an employee seeking further education under this Section is required to submit the application for approval to the Human Resources Director no later than June 1 of the current year.

1           3.     A grade of "C" or better is attained on adult education or undergraduate  
2 work and a grade of "B" or better is attained on graduate work.

3           4.     In the event the employee is receiving the cost of the tuition from another  
4 source, the employee shall be reimbursed for required text books if not subject to  
5 reimbursement from another source in accordance with 1, 2 and 3 above.

6           5.     Upon receiving the grade report, the employee has two (2) weeks in which  
7 to submit the grade report to Human Resources.

8           6.     If the conditions of paragraph 3 of this section are not met, or the  
9 employee withdraws from the course, or the grade report is not submitted, then payroll  
10 deduction for the check issued will commence. The deduction will be divided equally  
11 among the next six (6) pay periods (or fewer at the employee's request). If employment  
12 is terminated during the course, advanced funds will be deducted from the employee's  
13 final paycheck.

14           7.     If employee is in the process of repayment for a previous class, the  
15 employee will only be allowed another advancement equal to one class until previous  
16 tuition advance is repaid.

## 17   **WORKING HOURS AND PAY PERIODS**

### 18     **Section 19.1. Pay Periods**

19           The established work week shall start at 12:00 a.m. each Sunday and end at midnight the  
20 following Saturday. Pay periods will be bi-weekly and shall end at midnight Saturday.

### 21     **Section 19.2. Work Schedules**

22           Throughout this contract, Saturday shall be defined as an employee's first day off  
23 following the regular work schedule, and Sunday shall be defined as the second day off following  
24 the regular work schedule.

25           The particular days and starting and ending times that are included in an individual  
26 employee's regular work schedule shall be as determined by the Employer in accordance with the  
27 requirements and needs of the department or area within which an employee is working.

28           The regular work schedule of a full-time employee shall consist of five (5) eight (8) hour  
29 work days, equaling forty (40) hours in a work week. Any change in established shift hours shall  
30 be mutually agreed to by the employee or employees affected and the Employer.

31           The regular work schedule of a part-time employee shall be established at the time of  
32 hire. Any change in established shift hours shall be mutually agreed to by the employee or  
33 employees affected and the Employer.

1 It is agreed that a Division Director may approve a change in a work schedule other than  
2 five 8-hour days for an employee when the employee has extenuating personal circumstances that  
3 necessitate such a change. Any such change in schedule must be mutually agreed in writing by  
4 the supervisor, employee, and employees affected so that agreements about when overtime pay is  
5 applied are expressly understood.

6 Each employee will have one (1) 15 minute rest period during each one-half work day  
7 and one-half hour or one-hour lunch break (depending on the approved schedule) each workday.

8 **Section 19.3. Part-Time Employee Benefits**

9 A part-time employee is an employee regularly scheduled to work twenty (20) or more  
10 hours per week but less than forty (40) hours per week. A part-time employee shall be entitled to  
11 pro-rated benefit time, including vacation, sick, holiday, funeral and personal time, based on the  
12 straight time hours paid in a calendar month relative to the accrual rate of a full-time employee  
13 with a like date of original hire and continuous employment. In an emergency, the City Manager  
14 may grant additional leave without pay.

15 **Section 19.4. Summer Flexible Hours Program**

16 Employees who desire to work a different work schedule during the summer may alter  
17 their schedule to one of the following schedules if approved by his/her Department Head and  
18 Division Director. The summer flexible hours program will begin the Sunday after Memorial  
19 Day and will end the Saturday before Labor Day.

20 (a) Four (4) ten (10) hour days within a seven (7) day period

21 (b) Eight (8) nine (9) hour days and one (1) eight (8) hour days within a fourteen (14)  
22 day pay period

23 Each employee will remain on the flex schedule throughout the entire summer period, but  
24 weekly work periods may be rotated to ensure the presence of sufficient personnel to provide a  
25 department's service.

26 During the week of July 4, employees on the 10 hour schedule will schedule eight (8)  
27 hour days all week. During the pay period that includes July 4, employees on the nine (9) hour  
28 schedule will schedule eight (8) hour days both weeks in the pay period.

29 Schedules must be arranged so that all offices will continue to be open from 8:00 a.m. to  
30 4:30 p.m., Monday through Friday, and so that each department will have sufficient personnel on  
31 all shifts.

32 Each employee will have one (1) fifteen (15) minute rest period during each one half  
33 work day and one half hour or one (1) hour lunch break (depending on approved schedule) each  
34 workday.

35 Premium pay for flex overtime work: During the summer flexible hours program,  
36 overtime compensation shall be paid as follows:

1 (a) Ten (10) hour schedule: At the rate of time and one half for all hours worked in  
2 excess of ten (10) hours in one day or forty (40) hours in one week.

3 (b) Nine (9) hour schedule: At the rate of time and one half for all hours worked in  
4 excess of nine (9) hours on the nine (9) hour days and in excess of (8) hours on the eight hour  
5 day or 45/46 hours in the “long” week and 35/36 hours in the “short” week.

6 Provisions governing call pay and overtime on Saturdays, Sundays or holidays will apply  
7 as specified in the Agreement. It should be noted that an employee’s flex day off does not count  
8 toward the first or second day off when determining whether it is a person’s “Sunday” for double  
9 time purposes. The employee’s regular non-flex schedule will be used to determine first day off  
10 and second day off.

11 Vacation and sick leave will continue to accrue on the same basis as described in the  
12 Agreement. Available vacation will be taken on a one-half day (10 hour schedule = 5 hours, 9  
13 hour schedule = 4 or 5 hours) or full day (10 hour schedule = 10 hours, 9 hour schedule = 9  
14 hours). Personal time and sick leave available will continue to be used on the present hourly  
15 basis.

16 Employees will be expected to be at their work stations to begin work promptly at the  
17 start of their scheduled shift, observe the scheduled lunch period and remain working until the  
18 end of the day. Failure to adhere to the schedule could end the special summer flexible hours  
19 program.

20 The summer flexible hours program may end before the Saturday before Labor Day if a  
21 majority of the involved employees request an end to the program; if the starting, ending, rest or  
22 lunch periods are abused; if the services are being ineffectively or inefficiently provided; or the  
23 offices fail to be sufficiently staffed due to the summer flexible hours program.

24 **Section 19.5. Shift Preference**

25 In situations where the Employer has established and operates more than one (1) regular  
26 shift on a permanent basis and a vacancy occurs in a permanent job position which is intended to  
27 be filled by the Employer, shift preference rights based on seniority shall be allowed to be  
28 exercised by other employees who may be permanently classified and working in the same job  
29 classification and same department within which the vacancy occurs, provided any such  
30 employees indicate a desire to exercise shift preference rights. The question of whether a  
31 probationary employee may have the opportunity to exercise shift preference rights in the same  
32 manner as permanently classified employees under this Section shall be within the sole discretion  
33 of the Employer. In situations where an employee's special skills, experience, qualifications or  
34 training are needed on a particular shift and such employee desires to exercise shift preference  
35 rights to which the employee may be entitled under this Section, the Employer reserves the right  
36 to retain the employee on the employee's current shift for a reasonable period of time in order to  
37 afford the Employer a period of time within which to insure that another employee will be  
38 available on that particular shift who has the necessary special skills, experience, qualifications  
39 or training. In the event the employee questions the reasonableness of the time period, the  
40 employee shall have the right to a review by the Labor-Management Committee. As a means of

1 determining whether any eligible employees wish to fill a vacancy under the provisions of this  
2 Section, the Employer may elect to either post the vacancy pursuant to the job posting and  
3 bidding procedure established in this Agreement or to utilize some other procedure for  
4 determining the desires of employees who may be eligible for the exercise of shift preference  
5 rights.

6 For purposes of clarification, the provisions of this Section shall be interpreted to mean  
7 that shift preference rights based on seniority are available to all employees working in the same  
8 classification and department in situations when the Employer establishes and implements a non-  
9 temporary restructuring or reorganization of one (1) or more regular shift schedules within the  
10 department and classification. The exercise of such shift preference rights shall be subject to the  
11 exception where an employee's special skills, experience, qualifications or training are needed on  
12 a particular shift.

## 13 OVERTIME

### 14 **Section 20.1. Premium Pay for Overtime Work**

15 Overtime compensation shall be paid as follows:

16 (a) All hours worked in excess of a regular work day at time and one-half.

17 (See Summer Flex Section for specifics on flex schedules).

18 (b) Hours worked on a Saturday - time and one-half, provided the employee worked  
19 all of the employee's scheduled hours in the normal workweek immediately preceding the  
20 Saturday. It is agreed that absence from work during the normal workweek that is paid time off  
21 shall count as time worked.

22 Exception and Clarification. Saturday overtime pay under this paragraph only applies to  
23 an employee whose work schedule does not include Saturday as part of the normal schedule.  
24 Employees whose normal work schedule includes Saturday are not entitled to Saturday overtime  
25 pay and such employees shall be paid at straight-time hourly rate for working regularly assigned  
26 hours and shifts on Saturday. Employees whose regular work schedule includes Saturday shall  
27 have their first day off defined as their "Saturday" for overtime pay.

28 (c) Hours worked on a Sunday - double time, including three (3) hour minimum call-  
29 in.

30 Exception and Clarification. Sunday overtime pay under this paragraph only applies to an  
31 employee whose work schedule does not include Sunday as part of the normal schedule.  
32 Employees whose normal work schedule includes Sunday are not entitled to Sunday overtime  
33 pay and such employees shall be paid at straight-time hourly rate for working regularly assigned  
34 hours and shifts on Sunday. Employees whose regular work schedule includes Sunday shall have  
35 their second day off defined as their "Sunday" for overtime pay.

1            **Exception and Clarification.** When the Employer initiates a shift change, including a  
 2 shift bid, such that the employee receives only one (1) day off between shifts, they shall be  
 3 compensated at time and one-half for the hours worked on the first day of the new shift. If the  
 4 employee receives no days off between shifts, they shall be compensated at time and one-half for  
 5 the hours worked on the first day of the new shift and double time for the hours worked on the  
 6 second day of the new shift.

7            **Section 20.2. Overtime Work**

8            For the purpose of determining hours worked, authorized paid leave time shall be  
 9 considered time worked. The preceding definition shall also apply for the purpose of overtime  
 10 calculation for longevity benefit payments. Employees shall work a reasonable amount of  
 11 overtime when so directed by their supervisor.

12           **Section 20.3. Compensatory Time**

13           Each employee will have the option of accruing compensatory time in lieu of payment  
 14 except when wages are being paid by or reimbursed by grant or external funding sources.  
 15 Compensatory hours are earned at the rate of one and one-half (1½) hours for each overtime hour  
 16 worked or at a rate of two (2) hours for each double time hour worked.

17  
 18           Each employee will be allowed to accumulate compensatory time as defined below. The  
 19 hours accumulated will be listed on the employee’s pay stub.

<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
100 hours	75 hours	50 hours

20  
 21           The number of hours listed on the pay stub will be the “record” of an employee’s accrued  
 22 time. If an employee believes this amount is incorrect, they must approach payroll within 30  
 23 days regarding the discrepancy or the payroll records will not be changed.

24           In order for employees to use the compensatory time as paid time off, they must have  
 25 adequate time currently banked to cover the time requested. The requested time off must be  
 26 approved in advance by the supervisor.

27           Each year an employee may request payment of unused accumulated compensatory hours  
 28 as defined below:

<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
30 hours	23 hours	15 hours

29

1 The request for payment must be submitted no later than January 5. Compensatory hours  
2 will be paid at the current rate of the employee's regular pay at the time of payment. Payment of  
3 compensatory hours shall be paid within a reasonable amount of time after February 1.

4 **Section 20.4. Temporary Employees**

5 Temporary employees shall be allowed to perform overtime work when the overtime  
6 work involved is an immediate extension beyond the end of the normal shift and was being  
7 performed by such employees during the normal shift. It is provided, however, that in situations  
8 where both TPOAM and temporary employees are working together in the same crew on the  
9 same job and that job extends beyond the end of the normal shift and the overtime work requires  
10 less than the original crew, then the TPOAM employee or employees in the crew shall be given  
11 the opportunity to perform the overtime work.

12 Temporary employees shall also be allowed to perform overtime work at any time when  
13 an emergency situation exists in the department affected.

14 Temporary employees shall also be allowed to perform overtime work at any time when  
15 TPOAM employees within the department affected who are presently qualified have first been  
16 offered the overtime work opportunity and refused.

17 **Section 20.5. No Duplication or Pyramiding**

18 There shall be no duplication or pyramiding of overtime hours or pay or premium pay  
19 under any Section of this Agreement. This prohibition on duplication or pyramiding shall be  
20 interpreted to mean that, to the extent that hours are compensated for at an overtime pay rate or  
21 premium rate under one provision of this Agreement, such hours shall not be counted as hours  
22 worked in determining overtime pay rates or premium rates under the same provision or any  
23 other provision of this Agreement.

24 **EQUALIZATION OF HOURS**

25 **Section 21.1. Overtime Work Distribution Equalization**

26 (a) Extra hours during periods of overtime operation should be distributed among  
27 employees in the same classification within the same department as far as reasonably practicable.  
28 It is provided, however, that this distribution of overtime work on a reasonably practicable basis  
29 shall not apply to work requiring a special skill, ability, training, or experience which is not  
30 shared by all employees in the particular classification. Employees performing such overtime  
31 work requiring a special skill, ability, training or experience shall, however, be charged with the  
32 amount of overtime hours worked for purposes of distribution. It is also recognized that, in  
33 situations involving overtime work beyond the regular shift, such overtime work shall be  
34 performed by the employee or employees who performed the work during the regular shift.  
35 Information concerning distribution of overtime work hours shall be available upon request to the  
36 specific department and shall be posted every two weeks on the bulletin boards so that employees



1 involved may check their standing. When an employee is offered overtime work but refuses the  
2 offer, or when an employee trades off an assignment and that assignment results in overtime  
3 work being performed, the employee shall be charged as if the employee had worked for  
4 purposes of distribution. If an employee accepts an overtime work assignment and fails to report,  
5 unless excused for a reason satisfactory to the Employer, the employee shall be charged with  
6 double the amount of overtime hours the employee would have worked for purposes of  
7 distribution. Employees who are assigned overtime work who refuse the assignment and  
8 employees who accept an overtime work assignment and fail to report and work the assigned  
9 hours shall be subject to disciplinary action separate and apart from any charging of hours for  
10 purposes of distribution under this Section. Overtime work distribution will be computed from  
11 January 1 through December 31 each year and, at the completion of this twelve (12) month  
12 period of time, employees shall be placed at zero (0) hours for the commencement of the next  
13 yearly period of time. Questions regarding overtime work distribution shall be discussed by the  
14 parties as they arise, and, if a remedy is deemed appropriate, such remedy shall be limited to  
15 balancing. The record of overtime hours shall be maintained on a mutually agreed upon form.

16 (b) When practicable and agreed upon by the supervisor and all employees in the  
17 department, a window period may be established during which employees can opt to be taken off  
18 the overtime equalization list. At the end of the window period, the employees who opted out  
19 will be charged with the highest number of overtime hours accrued during the window period.

20 (c) In case of a new hire or an employee who bids into another classification, the  
21 number of overtime hours charged to the employee in the new classification will be the average  
22 number of such hours then charged to all other employees in the new classification.

23 (d) Whenever an employee is on a leave of absence or sick leave for a duration of  
24 eighty (80) normally scheduled working hours or more, the employee, upon return from such  
25 leave, shall be placed back into the employee's classification and charged with the average  
26 number of overtime hours worked during the employee's absence for purposes of distribution.

27 (e) It is expressly understood and agreed that employees who wish to be considered  
28 eligible for performance of overtime work must have on file with the Employer the employee's  
29 current telephone number or some other telephone number at which the employee can be reached  
30 after regular working hours. Failure to have such telephone number on file shall mean that the  
31 employee is not eligible to participate in the equalization or distribution of overtime work or  
32 work outside of regular working hours.

33 **CALL BACK**

34 **Section 22.1. Call Back**

35 An employee called back to work outside of regular working hours shall receive  
36 compensation as provided below:

37 (a) For call in early before scheduled shift - time and one-half; and if prior to 7:00  
38 a.m., a break for breakfast.

- 1 (b) Mandatory meetings, including City Board and Commission meetings which the  
2 Office Professional attends for the purpose of taking minutes that are not a  
3 continuation of an employee's scheduled work shift shall be compensated at three  
4 (3) hours minimum at time and one-half unless it is on a Sunday or a holiday, then  
5 it is paid at double time.
- 6 (c) Unscheduled work hours- three hours minimum at time and one-half; Sundays  
7 and holidays at double time. All scheduled overtime is paid under the overtime  
8 section of this Agreement. For purposes of this section, "scheduled" shall be  
9 defined as receiving notification no later than the end of the work shift prior to the  
10 overtime work assignment.
- 11 (d) Any employee who works overtime for a duration of four (4) hours or more and  
12 the overtime is also continuous of the normal working period, shall receive a non-  
13 paid meal break and further shall receive reimbursement from the City for up to a  
14 maximum of six dollars (\$6.00) for the cost of a meal, provided that no advance  
15 notice of the overtime work is given to the employee at least one (1) hour or more  
16 prior to the start of the employee's normal working period. If notice of the  
17 overtime work is given to the employee prior to the start of the employee's normal  
18 working period, then there shall be no reimbursement for the cost of a meal.

19 **HOLIDAYS**

20 **Section 23.1. Holiday Pay**

21 (a) All full-time employees shall receive one (1) regularly scheduled work day's pay  
22 at their straight time regular rate of pay, exclusive of all premium pay, for each of the following  
23 eight (8) paid holidays recognized under this Agreement and shall receive one-half (1/2)  
24 regularly scheduled work day's pay at their straight time regular rate of pay, exclusive of all  
25 premium pay, for the following one-half day holiday recognized under this Agreement, provided  
26 the employee is eligible under the rules established in this Agreement.

27 (b) Part-time employees scheduled to work on the following holidays shall receive  
28 compensation for the number of hours per day the employee is regularly scheduled to work on  
29 that particular holiday recognized under this Agreement. Payment shall be at the employee's  
30 straight time regular rate of pay, exclusive of all premium pay, provided the employee is eligible  
31 under the rules established in this Agreement.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Good Friday (1/2 Day from noon to midnight)	

1           The reference to "exclusive of all premium pay" set forth in this Section does not include  
2 separate hourly add-ons to an employee's hourly pay rate received pursuant to the License or  
3 Certificate and Special Premium Schedule set forth in Section 36.1. of this Agreement.

4           **Section 23.2. Holiday Pay Eligibility**

5           Employee eligibility for holiday pay is subject to the following conditions and  
6 qualifications:

7           (a)     The employee must work all of the scheduled hours assigned to the employee  
8 pursuant to the applicable City work schedule or as otherwise needed on the last scheduled day  
9 before the recognized holiday and on the first scheduled day after the recognized holiday, unless  
10 the employee uses approved paid time off.

11           (b)     An employee who is on layoff or on any type of leave of absence or on non-active  
12 working status of any kind as of the date of the recognized holiday shall not be entitled to holiday  
13 pay.

14           (c)     If an employee is absent on an authorized vacation and a recognized holiday falls  
15 within the employee's authorized vacation, the employee shall have the option of receiving  
16 holiday pay for which the employee is otherwise eligible or receiving an additional paid day to be  
17 taken before the end of the calendar year. The additional day off must be mutually agreed upon  
18 in advance by the employee and the supervisor.

19           (d)     An employee who is scheduled to work pursuant to the applicable Employer work  
20 schedule on a recognized holiday, or who otherwise agrees to work on a recognized holiday but  
21 fails to report and work all of the scheduled hours, shall not be entitled to holiday pay.

22           (e)     When recognized holidays occur on Sunday, then Sunday will be considered and  
23 observed as the recognized holiday for purposes of premium pay. When recognized holidays  
24 occur on Saturday, then Saturday will be considered and observed as the recognized holiday for  
25 purposes of premium pay. When city offices are closed on a weekday (Monday through Friday)  
26 as the result of the holiday falling on a Saturday or Sunday, the employees regularly scheduled to  
27 work on that weekday are scheduled for the day off with pay.

28           (f)     Holiday Definition. The hours of a recognized holiday for purposes of this  
29 Agreement shall be defined as the twenty-four (24) hour period for the calendar day on which the  
30 recognized holiday occurs. This definition applies regardless of what may be an employee's  
31 normal work shift schedule.

32           **Section 23.3. Holiday Work**

33           An employee who actually works on a holiday recognized under this Agreement shall  
34 receive double time the employee's straight-time regular rate of pay for hours actually worked  
35 and, in addition, shall receive the holiday pay set forth in Section 23.1. of this Agreement,  
36 provided the employee is eligible for the holiday pay under the conditions and qualifications  
37 established in Section 23.2. of this Agreement. It is provided, however, that in lieu of receiving

1 the holiday pay, an eligible employee may elect to receive a paid day off on a future date before  
 2 the end of the current calendar year which is mutually agreed upon by the employee and the  
 3 supervisor.

4 The employees and supervisors will, if authorized, continue to enjoy the freedom of  
 5 working with only a skeleton crew on holidays. Supervisors and employees will determine work  
 6 schedules on holidays as far in advance as practical. If mutual agreement cannot be reached as to  
 7 whom works the holiday, the employee(s) with the least seniority will be scheduled to work on  
 8 the holiday.

9 **VACATIONS**

10 **Section 24.1. Paid Vacation and Eligibility**

11 Employees with more than one year's seniority shall be eligible for vacation leave as  
 12 provided below. Vacation shall accrue to the following maximums as of each December 31 on a  
 13 pro-rata basis from month to month.

<b>Vacation Leave Maximum Accrual</b>			
<b>Years of Service</b>	<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
1-20 years	240 hours	180 hours	120 hours
21 or more years	280 hours	210 hours	140 hours

14 In order for an employee to be eligible to accrue vacation time for any particular month,  
 15 the employee must have worked the following number of hours:  
 16

<b>Vacation Leave Accrual Eligibility</b>		
<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
120 hours	90 hours	60 hours

17 For purposes of this eligibility requirement, non-worked hours for which an employee  
 18 who is eligible receives regular pay from the Employer shall be included in calculating the hours.  
 19 Failure to meet this eligibility requirement in a particular month or months will result in a  
 20 reduction of the vacation benefit for which the employee would otherwise have been entitled.  
 21

<b>Annual Hours Vacation Earned</b>			
<b>Years of Employment</b>	<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
1 year through 6 years	80 hours	60 hours	40 hours
7 years through 12 years	120 hours	90 hours	60 hours
13 years through 20 years	160 hours	120 hours	80 hours
21 years or more	200 hours	150 hours	100 hours

1

2

3

4

The minimum increments that may be taken by an eligible employee for vacation leave are either one-half (1/2) day increments or full day increments. For purposes of this Section, "day" is defined as the number of hours in the employee's regular work day.

5

**Section 24.2. Vacation Pay**

6

7

8

Vacation pay shall be computed at the employee's straight time hourly rate, including applicable premium pay but exclusive of shift premiums received by the employee, during the time the vacation is taken.

9

**Section 24.3. Vacation Requests**

10

11

12

13

The exact timing of vacations will be subject to approval of Department Heads in order that sufficient personnel will be on hand at all times for departmental duties. Employees are asked to notify the Department Head, in accordance with departmental policy, of proposed vacation periods as far in advance as possible.

14

15

16

Where a conflict develops regarding requested vacation time off, seniority prevails unless the lesser senior employee made the request first and at least ninety (90) days in advance of the requested vacation period.

17

**Section 24.4. Converting Vacation Time to Personal Time**

18

19

20

21

22

If an employee has used all of their personal hours during a calendar year, they may file a written request with payroll to have a maximum of four (4) vacation days converted to personal time. This option is available only once during the calendar year. Once converted, the time is subject to all provisions outlined in the paid personal day section of this agreement and cannot be converted back to vacation.

23

**Section 24.5. Voluntary Separation**

24

25

Upon voluntary separation of any employee from the service of the Employer other than by leave of absence or retirement, the employee shall be paid, at the time of separation, for the

1 unused vacation balance, provided the employee shall have given two (2) weeks prior notice of  
2 the separation. Refer to Section 30.6. Health Care Savings Program for vacation leave payout  
3 options. To receive payment for any unused vacation balance at retirement, the notification  
4 standards set forth in Section 30.3. must be satisfied.

5 **SICK LEAVE**

6 **Section 25.1. Use of Sick Leave**

7 An employee who requests the use of sick leave and who advises the employee's  
8 Department Head sometime prior to the time the employee is scheduled to work will be granted  
9 sick leave pay provided they have hours available in their sick leave bank. Unless other  
10 arrangements are made with the Department Head, such notice shall be given daily. Every sick  
11 leave in excess of one (1) week must be supported by a doctor's statement. Every employee  
12 returning from sick leave after being under a doctor's care shall submit the written approval of  
13 the doctor to return to work prior to the performance of any duties and, in all cases of returning to  
14 work from sick leave, the Employer may, as it deems appropriate, require a return to work  
15 examination. Paid sick leave for eligible employees may only be used in minimum units of one  
16 (1) hour, and any fraction of an hour will be charged as an hour.

17 **Section 25.2. Accumulation Rate**

18 To be eligible for sick leave accrual, the employee must have worked the following  
19 number of hours each month:

<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
120 hours	90 hours	60 hours

20

21 **Section 25.3. Maximum Accumulation**

22 Following is the maximum sick leave with pay that an employee may accumulate:

<b>Hire Date</b>	<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
Prior to January 1, 1982	1,600 hours	1,200 hours	800 hours
On or after January 1, 1982	1,200 hours	900 hours	600 hours

23

1 **Section 25.4. Use of Paid Vacation**

2 Should an employee's period of illness extend so that the employee's accumulated sick  
 3 leave is all used, the employee may use any vacation pay that may be due the employee under the  
 4 vacation provisions of this Agreement.

5 **Section 25.5. Death or Retirement**

6 In the event of death, the employee's estate shall be compensated for one-half the  
 7 employee's accumulated sick leave up to the following maximums. The payment is based upon  
 8 the employee's rate of pay at the time employment ceased. Refer to Section 30.6. Health Care  
 9 Savings Program for sick leave payout options. To receive the preceding sick leave benefit upon  
 10 retirement, the standards set forth in Sections 30.2. and 30.3. must be satisfied.

Hire Date	40 hour per week employee	30 hour per week employee	20 hour per week employee
Prior to January 1, 1982	800 hours	600 hours	400 hours
On or after January 1, 1982	600 hours	450 hours	300 hours

11

12 **Section 25.6. Abuse of Sick Leave**

13 If the Employer has cause to suspect that there is an abuse of the paid sick leave policy, or  
 14 if there is a pattern of absences, or if there is a pattern of absences which result in extended  
 15 weekend or holiday periods, the Employer reserves the right to require proof of sickness or  
 16 accident or any continuance thereof through a physician's certificate or other substantiation  
 17 acceptable to the Employer as a condition for receiving any paid sick days. Any abuse of the paid  
 18 sick days policy shall be subject to disciplinary action up to and including discharge.

19 The Employer also reserves the right to require an employee to execute an affidavit  
 20 setting forth the nature and duration of the sickness or accident. Falsification in connection with  
 21 any physician's certificate, other substantiation or affidavit shall be deemed just cause for  
 22 discharge.

23 **Section 25.7. Sick Pay Calculation**

24 Pay for all time granted under the sick leave provisions of this Agreement shall be at the  
 25 employee's straight time rate not to include shift or overtime premiums.

26 **Section 25.8. Immediate Household and/or Family**

27 Sick leave shall be allowed in the event of illness in the employee's immediate household  
 28 and/or the employee's immediate family subject to the approval of the Department Head.  
 29 Immediate family for purposes of this Section shall be defined as spouse, child, parent, parent of  
 30 current spouse, sister, brother, grandparent. The use of paid sick leave for this purpose shall be

1 subject to the same terms and conditions as are applicable to the use of paid sick leave for an  
2 employee's own sickness or accident.

3 **Section 25.9. Disciplinary Action**

4 Conclusive evidence after a written reprimand that an employee is misusing sick leave  
5 shall be grounds for dismissal. It is provided, however, that the Employer may, at its discretion,  
6 determine that dismissal will not be imposed and in lieu thereof impose lesser disciplinary action  
7 as determined by the Employer.

8 **Section 25.10. Workers' Compensation**

9 A full-time or part-time employee injured on the job may apply prorated paid sick leave  
10 which has been accumulated and credited to make up the difference between the workers'  
11 compensation benefits received and the employee's regular gross earnings minus federal, state  
12 and local income tax, F.I.C.A. tax and retirement contributions.

13 As indicated above in this Section, in situations where an employee experiences a job  
14 related injury which is covered by workers' compensation benefits, the employee may request the  
15 prorated use of any earned but unused paid benefit time for which the employee may be entitled  
16 in order to make up the difference between the workers' compensation benefits received and the  
17 employee's regular net pay. If the use of such accrued benefit time is requested, paid sick leave  
18 shall first be applied, and when that is exhausted, any other accrued paid benefit time may be  
19 applied, and in an accrued benefit time "exchange" situation involving an employee's workers'  
20 compensation benefits, the exchange shall first be applied to the other paid benefit time and then  
21 to paid sick leave. In situations where the leave occurs near the end of the calendar year and it is  
22 not possible for the employee to fully apply or use accrued but unused paid vacation time and/or  
23 accrued but unused paid personal leave time by the close of the calendar year, the Employer  
24 agrees to carry over unused vacation and personal time to the next calendar year.

25 **OTHER LEAVES OF ABSENCE**

26 **Section 26.1. General Requirements**

27 (a) An employee must be a regular full-time seniority employee in order to be eligible  
28 for any type of leave of absence.

29 (b) An employee giving false information to obtain a leave of absence shall be  
30 discharged.

31 (c) An employee on a leave of absence shall be subject to lay-off in accordance with  
32 the provisions of this Agreement and shall be notified by the Employer by certified mail  
33 addressed to the last known address of the employee.

34 (d) An employee on leave of absence may make arrangements for payment of all  
35 insurance benefits.



1 **Section 26.2. Personal Leave**

2 (a) A leave of absence without pay may be granted seniority employees for personal  
3 reasons not to exceed thirty (30) days. Such leave shall be subject to the approval of the City  
4 Manager and may be renewed for further periods of up to ninety (90) days providing extenuating  
5 circumstances exist.

6 (b) An employee shall be required to state the exact reason for such leaves and the  
7 stated reasons shall appear on the leave form.

8 **Section 26.3. Military Leave**

9 (a) Any seniority employee who enters into the active service of the Armed Forces of  
10 the United States will be granted a leave of absence for the period of such active service. Upon  
11 termination of such service, such employee shall be offered re-employment in accordance with  
12 the terms of the applicable Selective Service Act provided:

- 13 1. The employee has received an honorable discharge or the employee has  
14 been relieved from active duty under honorable conditions.
- 15 2. The employee is physically able to perform a job.
- 16 3. The employee reports for work within 90 days of the discharge or release  
17 from active duty or release from hospitalization continuing after discharge  
18 or release.

19 (b) Seniority employees who belong to the National Guard, Officers Reserve Corps or  
20 a similar military organization will be allowed the normal fifteen (15) days leave of absence  
21 without pay when ordered to active duty for training. The Employer will pay the difference  
22 between the employee's military pay and regular pay if the employee's military pay is less. If the  
23 employee takes military leave during the employee's vacation, the employee will receive full pay.

24 **Section 26.4. Education Leave**

25 The City Manager may authorize an educational leave without pay for a period of not  
26 more than one year.

27 **Section 26.5. Illness, Injury and Medical Leave**

28 A medical leave of absence for illness, injury or medical, including pregnancy, shall be  
29 granted to employees with seniority upon written request to the employee's Department Head,  
30 subject to the Employer's right to require medical proof or other verification acceptable to the  
31 Employer. If paid sick time or workers' compensation benefits are either exhausted or not  
32 available, an eligible employee may also request and receive other accrued paid benefit time to  
33 which the employee may be entitled. The Employer may request at any time as a condition of  
34 continuance of any medical leave of absence proof of continuing disability or sickness.

1 An employee shall be entitled to be on a medical leave of absence under this Section for a period of not more than sixty (60) days. Additional extensions of up to thirty (30) days of time may be granted upon proper application and subject to the Employer's right to require medical proof or other verification acceptable to the Employer.

5 (a) For medical leave of absence not covered by workers' compensation benefits, an employee may be on leave under this Section for a period of not more than twelve (12) months after which time the employment relationship shall terminate. The twelve (12) months shall be defined as commencing on the first date of the leave that the employee does not receive pay in the form of accrued benefit time either because (1) the paid benefit time has been exhausted or is not available, or because (2) the employee has elected not to request and utilize all or part of the employee's paid benefit time.

12 (b) For medical leave of absence due to injury on the job and which is covered by workers' compensation benefits, an employee may be on leave under this Section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, the employee will continue to have hospitalization insurance and term life insurance premiums paid by the Employer for a maximum period of two (2) years or for the number of full months of seniority with the Employer acquired by the employee at the time of the injury, whichever is the lesser.

19 Employees are required to notify the Employer of any condition which will require a medical leave of absence under this Section supported by a physician's certificate showing the date for commencement of such leave and the required return to work date. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a medical leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and, in all cases, the employee's attendance, job responsibilities, personal health needs and safety must be satisfactorily maintained. An employee desiring to return to work from a medical leave of absence under this Section must present a physician's certificate indicating that the employee is physically and medically able to return to work and to satisfactorily perform the employee's job or present other verification acceptable to the Employer.

30 In situations where an employee's physical, medical or mental condition raises a question as to the employee's capabilities to satisfactorily perform the employee's job, or the safety of the employee or others, the Employer may require a fitness for duty medical examination and certificate from the employee's physician and/or require the employee to take a leave of absence, provided, however, that this right shall not prohibit the Employer from taking any other action as may be deemed appropriate under the circumstances.

40 In any situation involving the granting of a leave of absence under this Section or the continuance of a leave of absence or the return to work from a leave of absence where medical proof or substantiation or approval is required, the Employer, in all cases, reserves the right to

1 require a second medical examination paid for by the Employer by an Employer-selected  
2 physician.

3 Failure to provide any statement, certificate, substantiation or notification as may be  
4 required under this Section may, as determined by the Employer, disqualify an employee from  
5 consideration for a medical leave of absence.

6 Any leave of absence time (paid or unpaid) taken by an employee for certain family or  
7 medical reasons pursuant to Section 26.10. of this Agreement shall be counted as part of and  
8 credited against the maximum amounts of leave time set forth in this Section.

9 **Section 26.6. Administrative Leave**

10 (a) The Union shall be granted a total of forty (40) hours each calendar year, with  
11 pay, for the administration of Union business. Such leave shall be limited to Union officers,  
12 Stewards and negotiating committee members. Such leave shall be approved by the Local Union  
13 President and the City Manager.

14 (b) Members of the Union elected to Union positions to do work which takes them  
15 from their employment with the Employer may, at the written request of the Union, receive  
16 temporary leaves of absence without pay and without benefits for the term of office. Such  
17 temporary leaves of absence are subject to receiving the approval of the Local Union President  
18 and receiving the approval of the City Manager. In situations where such temporary leaves of  
19 absence are approved, the Employer may elect to not fill the position or may elect to fill the  
20 position in any manner deemed appropriate by the Employer.

21 **Section 26.7. Jury Duty Leave and Pay**

22 An employee who is summoned and reports for jury duty shall be granted a jury leave of  
23 absence with pay for such period. An employee granted a leave of absence under this Section  
24 who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for  
25 time spent performing jury duty at the employee's straight time regular rate of pay for up to the  
26 number of straight time hours the employee was otherwise scheduled to work, exclusive of all  
27 premium pay. In order to receive payment under this Section an employee must give the  
28 Employer prior notice as far in advance as possible that the employee has been summoned for  
29 jury duty and the employee must furnish satisfactory evidence that jury duty was performed at the  
30 summons of the Court for the days the employee claims jury duty pay. An employee who is  
31 summoned by the Court for jury duty but who does not serve as a juror must report for work  
32 promptly after being excused. Immediately upon payment from the court for jury duty  
33 attendance, the employee will bring the payment to the City Treasurer. The City Treasurer will  
34 retain the per diem portion of the payment and reimburse the employee for the mileage portion of  
35 the payment.

36 **Section 26.8. Bereavement Leave and Pay**

37 Upon request, a full-time employee will be granted a leave of absence with pay for up to a  
38 maximum of three (3) days that the employee is otherwise scheduled to work following the date

1 of death of a member of the employee's immediate family in order to attend the funeral and take  
 2 care of other necessary arrangements. Part-time employees will be granted a leave of absence  
 3 with pay for the number of hours per day the employee is regularly scheduled to work. The  
 4 maximum days for which an employee may request and receive pay provided in this Section may  
 5 include the date of death. Immediate family shall be defined as spouse, child, grandchild, parent,  
 6 parent of current spouse, sister, brother, sister-in-law, brother-in-law, grandparent or any relative  
 7 living under the employee's roof. At the request of an employee, special circumstances not falling  
 8 within the scope of this definition of immediate family shall be given consideration by the City  
 9 Manager on an individual ad hoc basis. The maximum days for which an employee may request  
 10 and receive pay provided in this Section must be scheduled working days of the employee  
 11 occurring within five (5) calendar days following date of death. An employee granted a leave of  
 12 absence under this Section shall receive pay in an amount equal to what the employee would  
 13 have earned by working the employee's scheduled straight time hours at the employee's straight  
 14 time regular rate of pay, exclusive of all premium pay, on the days for which paid leave is  
 15 granted. The maximum days for which an employee may request and receive pay provided in this  
 16 Section shall not be deductible from the employee's accumulated paid sick days. Additional paid  
 17 leave for travel purposes may be granted with the approval of the City Manager which shall be  
 18 charged against the sick leave record of the employee.

19 **Section 26.9. Paid Personal Days**

20 Each employee who is employed prior to January 1 and new employees hired between  
 21 January 1 and June 30 of the year shall be credited with personal leave as defined below.

40 hour per week employee	30 hour per week employee	20 hour per week employee
32 hours	24 hours	16 hours

22  
 23 New employees hired between July 1 and December 1 of the current year shall be  
 24 credited with personal leave as defined below.

40 hour per week employee	30 hour per week employee	20 hour per week employee
16 hours	12 hours	8 hours

25  
 26 Personal leave may be used for personal business during the current calendar year. Such  
 27 leave may not be accumulated nor paid for upon termination of employment. See Vacation  
 28 Section for options for converting vacation time to personal time if all personal time has been  
 29 used.

30 The pay for a personal day shall be equal to the employee's straight time regular rate of  
 31 pay for up to the number of straight time hours the employee was otherwise scheduled to work,  
 32 exclusive of all premium pay. A paid personal day shall be scheduled in advance by mutual  
 33 agreement between the employee and the employee's Department Head taking into consideration  
 34 the personnel and service requirements of the Employer and efficiency of operations. The

1 minimum increment that may be taken by an eligible employee for a paid personal day is one (1)  
2 hour; any fraction of an hour will be charged as a full hour.

3 **Section 26.10. Family and Medical Leave**

4 In accordance with federal law, employees who have been employed for at least twelve  
5 (12) months **and** have worked at least 1,250 hours during the immediately preceding twelve (12)  
6 month period **and** who work at a site where at least fifty (50) employees are employed by the  
7 Employer within seventy-five (75) miles are eligible for leaves of absence for any one, or more,  
8 of the following reasons:

- 9 1. Birth of the employee's child and subsequent post-birth care.
- 10 2. Placement of a child with the employee for adoption or foster care.
- 11 3. To care for the employee's spouse, son, daughter, or parent who has a **serious**  
12 **health condition**.
- 13 4. For a **serious health condition** that makes the employee unable to perform the  
14 employee's job.

15 An eligible employee is entitled to a maximum total of twelve (12) workweeks of family  
16 or medical leave during a rolling twelve (12) month period measured backward from the date an  
17 employee uses any leave. If an employee's spouse is also employed by the Employer, the total  
18 amount of leave available for both the employee and spouse combined together is twelve (12)  
19 weeks, subject to certain exceptions.

20 (a) Requests for Leave and Medical Certification. Employees desiring leaves of  
21 absence under this Section shall provide written notice to the Employer setting forth the reasons  
22 for the requested leave, whether the requested leave is for a consecutive period of time or on an  
23 intermittent basis (several blocks of time or reduced work schedule), the anticipated start date of  
24 the leave and its anticipated duration. If the need for leave is foreseeable, the employee is  
25 required to provide the written notice to the Employer at least thirty (30) days in advance. If the  
26 need for leave is not foreseeable, the employee is required to provide written notice as far in  
27 advance as practicable.

28 A request for leave to care for the employee's spouse, son, daughter, or parent who has a  
29 **serious health condition**, or a request for leave due to the employee's own **serious health**  
30 **condition** that makes the employee unable to perform the employee's job, must be supported by a  
31 medical certification issued by the health care provider of the employee or the employee's family  
32 member. If the Employer has reason to doubt the validity of a medical certification, it may  
33 require the employee to obtain a second opinion at the Employer's expense from a health care  
34 provider of the Employer's choice. If the opinions of the employee's and the Employer's  
35 designated health care providers differ, the Employer may require the employee, at the  
36 Employer's expense, to obtain medical certification from a third health care provider designated  
37 or approved jointly by the Employer and the employee. The Employer shall have the right to

1 require medical re-certifications at reasonable intervals during the leave, at the Employer's  
2 expense.

3 (b) Paid Benefit Time Applied to Leave. Any leave granted under this Section shall  
4 be with pay only to the extent that the employee has available any earned but unused paid benefit  
5 time. If the employee has available any earned but unused paid benefit time, such benefit time  
6 may be applied to the leave at the employee's option. The City reserves the right to determine the  
7 sequence (if any) within which various types of unused paid benefit time are applied to the leave.

8 (c) Health Benefits During Leave. While on family or medical leave, an employee's  
9 coverage under the Employer's group medical health program shall be continued (unless the  
10 employee declines) on the basis and conditions as coverage would have been provided if the  
11 employee had been continuously employed during the entire leave period. Arrangements must be  
12 made with the Employer for payment by the employee during the leave of any cost shared by the  
13 employee under the medical program.

14 (d) Return From Leave. On return from family or medical leave, an employee shall  
15 ordinarily be returned to the same position the employee held when leave commenced, or to an  
16 equivalent position with equivalent benefits, pay, and other terms and conditions of employment,  
17 unless the employee is no longer qualified for the position because of a physical or mental  
18 condition or the failure to maintain a necessary license or certification. Employees whose leave  
19 was occasioned by a **serious health condition** that made the employee unable to perform the  
20 employee's job are required to obtain and present medical certification from the health care  
21 provider that they are fit for duty and able to return and perform their work. This medical  
22 certification must be submitted to the Employer at the time the employee seeks reinstatement at  
23 the end of the leave, and failure to provide a satisfactory certification may, as determined by the  
24 Employer, result in denial of reinstatement until the requirement is satisfied.

25 During the leave, the Employer shall have the right to require a report from the employee  
26 from time to time regarding the employee's status and intent to return to work. The Employer,  
27 depending on the circumstances, shall have the right to recover medical benefit program costs  
28 paid by the Employer to maintain coverage for an employee who fails to return to work from  
29 leave.

30 The provisions of this Section are intended to implement the federal Family and Medical  
31 Leave Act of 1993 (FMLA). Further details governing this type of leave are explained in the  
32 FMLA and the federal regulations issued there under. The provisions of this Section, the FMLA  
33 and federal regulations shall take precedence and be deemed to govern in case of conflict with  
34 any other provisions of this Agreement.

## 35 **RULES AND REGULATIONS**

### 36 **Section 27.1. Rules and Regulations**

37 The Employer shall make such reasonable work rules and regulations under its Employee  
38 Conduct and Disciplinary Action Policy, not in conflict with this Agreement, as it may from time

1 to time deem necessary for the purpose of maintaining order, safety and for effective operation of  
2 the various Employer departments. Any changes to existing work rules or regulations (including  
3 establishment of new work rules or regulations) in the Employer's Employee Conduct and  
4 Disciplinary Action Policy shall be presented in writing to the Local Union President (or other  
5 designated employee representative of the Union) at least seven (7) days prior to implementation.  
6 Upon the request of either party a special conference shall be held to discuss the changes or new  
7 rule or regulation. The Union reserves the right to question the reasonableness of any work rule  
8 or regulation.

9 The Employer's right to establish reasonable rules and regulations which it shall deem  
10 proper includes by way of illustration and not by way of limitation, safety rules and regulations,  
11 substance abuse policies, smoking rules, operational procedures, general personnel policies and  
12 procedures.

13 **UTILIZATION OF INDIVIDUALS NOT DIRECTLY EMPLOYED OR**  
14 **PRIMARILY COMPENSATED BY THE CITY**

15 **Section 28.1. Utilization of Individuals Not Directly Employed or Primarily**  
16 **Compensated by the City**

17 If the Employer is offered an opportunity to utilize the services of individuals not directly  
18 employed or compensated by the Employer, and therefore not covered by the collective  
19 bargaining agreement between the Employer and the Union, the Employer has the right to utilize  
20 their services on a temporary basis. Some examples may include court approved public service  
21 work, student educational or training programs, or any other local, state or federally funded  
22 program.

23 The right to this utilization shall extend only so far as:

24 (a) No union members are permanently displaced or laid off as a result of the use of  
25 these individuals

26 (b) Their use does not cause a reduction in overtime that would have in other  
27 circumstances, been granted to Union members

28 (c) Training hours required for purposes of testing for promotion, obtaining licenses  
29 or certification by Union members shall not be restricted because of the training needs of these  
30 individuals.

31 Under no condition shall they operate any equipment covered under the Commercial  
32 Drivers License Act or any equipment referred to as heavy equipment including, but not limited  
33 to, the tractor/backhoe, front-end loader, grader, etc. It is acceptable for these individuals to  
34 operate only non-riding motorized and hand equipment and motorized equipment as a means of  
35 transportation to and from the work site.

1

## **LIFE AND HOSPITALIZATION INSURANCES**

2

### **Section 29.1. Life Insurance**

3           The Employer will provide all eligible permanent regular full-time employees with  
4 seniority who usually work forty (40) or more hours per week on a continuous basis fully paid  
5 group term life insurance. The amount of the life insurance shall be equal to one (1) times the  
6 employee's straight time regular rate of pay, including applicable premium pay and excluding  
7 shift premium pay, for two thousand and eighty (2080) straight time hours per year rounded to  
8 the nearest one thousand dollars (\$1,000.00). The group term life insurance program becomes  
9 effective for eligible employees the first (1st) day of the month following completion of an  
10 employee's probationary period. In the event that an employee quits or the employee's  
11 employment with the Employer is otherwise terminated, or in the event that an employee is on  
12 layoff, the group term life insurance program coverage shall terminate as of the date the quit,  
13 termination or layoff occurs. In the event that an employee is on leave of absence, the group  
14 insurance program shall continue in effect until the end of the last day of the month in which the  
15 leave of absence occurs, provided, however, that the group insurance program may be continued  
16 thereafter during the leave of absence, provided the employee makes the proper arrangements and  
17 the employee makes timely payment of the required premiums. Other specific terms and  
18 conditions governing the life insurance program are set forth in detail in the master policies  
19 issued by the insurance carrier or carriers. The Employer reserves the right to select all life  
20 insurance carriers.

21

### **Section 29.2. Hospitalization - Surgical - Medical - Prescription Drug Insurance**

22           During the term of this Agreement, the Employer agrees to make available a group  
23 hospitalization benefit program, approved by the Employer, for eligible regular full-time  
24 employees who are scheduled to work thirty (30) or more hours per week on a continuous basis  
25 and who elect to participate covering certain hospitalization, surgical and medical expenses for  
26 employee-only coverage and for eligible dependent coverage. The benefit program shall be on a  
27 voluntary basis for eligible employees. No employee shall be eligible to participate in the group  
28 benefit program if the employee is covered by other programs for the same purposes at the  
29 Employer's discretion. The spouse of an employee who has health insurance available through  
30 his/her employer must enroll in the health insurance if, as determined by the Employer, the cost  
31 to the spouse is not prohibitive. The Employer agrees to provide employee-only and eligible  
32 dependent coverage under the benefit program for eligible employees who elect to participate.  
33 Specific terms and conditions governing the group benefit program are set forth in the master  
34 policy or policies governing the program. The Employer reserves the right to determine the  
35 method of providing the group benefit program including the right to establish or participate in  
36 self-insured, preferred provider or other managed care systems or arrangements, the right to  
37 select third-party administrators and the right to select any insurance carrier or carriers, provided  
38 current benefit levels remain substantially equivalent. The Employer agrees to make a good faith  
39 effort to insure confidentiality for individual employees to the extent allowed under the program.

40

41

          The group benefit program becomes effective for eligible employees no later than the first (1st) day following completion of thirty-one (31) days of employment. Payroll deductions for the



1 premium co-share will be in equal amounts and will be made on a pre-tax basis for twenty four  
 2 (24) of the twenty six (26) pays per year.

3 New employees, whose insurance becomes effective on or before the 15<sup>th</sup> day of the  
 4 month, will pay a full month's premium co-share. Employees whose insurance becomes  
 5 effective after the 15<sup>th</sup> day of the month begin paying the premium co-share the following month.  
 6 Premium co-share payments are deducted from the employee's payroll check beginning with the  
 7 first pay date following the effective date of benefits on a prorated basis over the remaining pays.

8 In the event that an employee quits or the employee's employment with the Employer is  
 9 otherwise terminated, or in the event that an employee is on layoff, any premium co-share due  
 10 will be deducted from the employee's final, regular paycheck. The group benefit program and  
 11 the employee's obligation for premium co-share shall continue in effect until the end of the last  
 12 day of the month in which the quit, termination or layoff occurs and, thereafter, the employee  
 13 may elect to continue coverage at the employee's full cost in accordance with applicable law  
 14 allowing continuation under certain circumstances for a specified period of time. In the event  
 15 that an employee is on leave of absence (other than military leave of absence for active duty and  
 16 other than family and medical leave), the group benefit program shall continue in effect until the  
 17 end of the last day of the month in which the leave of absence occurs, provided, however, that the  
 18 group benefit program may be continued thereafter during the leave of absence, provided the  
 19 employee makes the proper arrangements and the employee makes timely payment of the  
 20 required cost of the benefit program. In the event that an employee is on military leave of absence  
 21 for active duty the group benefit program shall terminate thirty (30) days following the date the  
 22 leave of absence occurs. In the event that an employee is on family and medical leave of absence  
 23 (FMLA), the group benefit program shall continue in effect in accordance with Section 26.10. of  
 24 this Agreement and applicable law. Other specific terms and conditions governing the group  
 25 benefit program are set forth in the master policy or policies governing the program. To assist in  
 26 paying for out-of-pocket expenses that may occur if faced with a life-threatening illness during  
 27 the plan year, employees may cash in banked vacation or personal leave time and/or the  
 28 Employer will make a low-interest loan available for the remainder, not to exceed the current  
 29 year's maximum out-of-pocket amount.

30 The following traditional health insurance and prescription drug program is effective  
 31 January 1, 2008.

Employee Premium Co-Share (pre-tax)	• \$350 Individual
Prorated Over 24 Pays in the Year	• \$700 Family

32

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> <li>• 90/10% unless noted under the plan</li> <li>• \$20 office visit</li> </ul>	<ul style="list-style-type: none"> <li>• 70/30% of reasonable and customary (R&amp;C) charges on most services</li> </ul>
Annual Deductible	<ul style="list-style-type: none"> <li>• \$150 Individual</li> <li>• \$300 Family</li> </ul>	<ul style="list-style-type: none"> <li>• \$300 Individual</li> <li>• \$600 Family</li> </ul>

	In-Network	Out-of-Network
Out-of-pocket Maximums (Does not include the deductible or office visit fees)	<ul style="list-style-type: none"> <li>• \$450 Individual</li> <li>• \$900 Family</li> </ul>	<ul style="list-style-type: none"> <li>• \$2,000 Individual</li> <li>• \$4,000 Family</li> </ul>

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The following health insurance and prescription program is in effect for calendar years 2009 through 2012.

Employee Premium Co-Share (pre-tax) Prorated Over 24 Pays in the Year	<ul style="list-style-type: none"> <li>• 2009: \$550 Individual \$1,100 Family</li> <li>• 2010: Premium co-share will change by 10% of the average increase in per employee cost of 2006-2008</li> <li>• 2011: Premium co-share will change by 10% of the average increase in per employee cost of 2007-2009</li> <li>• 2012: Premium co-share will change by 10% of the average increase in per employee cost of 2008-2010</li> </ul>
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4

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> <li>• 90/10% unless noted under the plan</li> <li>• 90/10% - office visit</li> </ul>	<ul style="list-style-type: none"> <li>• 70/30% of reasonable and customary (R&amp;C) charges on most services</li> </ul>
Annual Deductible	<ul style="list-style-type: none"> <li>• \$0</li> </ul>	<ul style="list-style-type: none"> <li>• \$150 Individual</li> <li>• \$300 Family</li> </ul>
Out-of-pocket Maximums (Does not include the deductible)	<ul style="list-style-type: none"> <li>• 2009: \$450 Individual \$900 Family</li> <li>• 2010-2012: \$500 Individual \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>• 2009: \$2,150 Individual \$4,300 Family</li> <li>• 2010-2012: \$2,200 Individual \$4,400 Family</li> </ul>

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Year	Prescription Drug Program Employee Co-Payment
January 2008	<ul style="list-style-type: none"> <li>• 20% of the cost with a minimum of \$10 not to exceed \$30 per prescription, regardless if generic or brand name.</li> <li>• \$50 co-pay on drugs costing \$500 or more</li> <li>• Mail order: 2 x retail co-pay for a 90-day supply</li> <li>• Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug.</li> <li>• \$250/month total maximum co-pay</li> </ul>
January 2009	<ul style="list-style-type: none"> <li>• 20% of the cost with a minimum of \$10 not to exceed \$25 per prescription, regardless if generic or brand name.</li> <li>• \$50 co-pay on drugs costing \$500 or more</li> <li>• Mail order: 2 x retail co-pay for a 90-day supply</li> <li>• Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug.</li> <li>• \$250/month total maximum co-pay</li> </ul>
January 2010-2012	<ul style="list-style-type: none"> <li>• 20% of the cost with a minimum of \$10 not to exceed \$30 per prescription, regardless if generic or brand name.</li> <li>• \$50 co-pay on drugs costing \$500 or more</li> <li>• Mail order: 2 x retail co-pay for a 90-day supply</li> <li>• Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug.</li> <li>• \$250/month total maximum co-pay</li> </ul>

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The Union and the Employer agree to the following health care changes effective January 1, 2009:

1 (a) Smoking cessation products will be covered under the prescription plan up to an  
2 annual maximum of \$500 per enrollee.

3 (b) Chiropractic benefits will be provided up to an annual maximum of \$1,000 per  
4 enrollee.

5 The above changes will be included in the Summary Plan Document.  
6

7 In lieu of the traditional health insurance and prescription drug program, a consumer  
8 driven health insurance with a Health Reimbursement Account (HRA) and prescription drug  
9 program is available to all employees through the cafeteria plan. Employees enrolled in this  
10 option do not have a premium co-share.

### 11 **Section 29.3. Preventive Health Care Package**

12 Effective January 1, 2009, a preventive health care package will be provided to  
13 HealthSteps Wellness Program participants enrolled in the traditional health care plan. The  
14 benefit will be provided to program participants who, following six months enrollment, complete  
15 the clinical assessment, if needed, and participate in a six-month health status meeting with the  
16 Health Coach. If at enrollment the employee's clinical values are in the optimal range, the  
17 employee will not participate in the second clinical assessment, but will be required to meet with  
18 the Health Coach

19 The \$250 annual preventive health care package is a family benefit and may be used by  
20 the employee and his/her eligible dependents during the current calendar year. Unused funds will  
21 not be carried into the following calendar year.

22 Preventive care includes, but is not limited to, the following: periodic health evaluations,  
23 including tests and diagnostic procedures ordered in connection with routine examinations, such  
24 as annual physicals, routine well-child care, child and adult immunizations and screening  
25 services. Preventive care does not include any service or benefit intended to treat an existing  
26 illness, injury or condition.

## 27 **RETIREMENT**

### 28 **Section 30.1. Retirement Program**

29 All employees will be included in the B-4 retirement plan with the 55-20 waiver and a  
30 three (3) year final average compensation (FAC) factor and a six (6) year vesting period. The  
31 plan is provided by the Municipal Employees Retirement System (MERS). A current copy of the  
32 booklet explaining the retiree's rights and benefits will be made available to each current  
33 employee and to each new hire.

34 The employee contribution structure for the retirement plan shall be four percent (4%) of  
35 gross wages.

1 **Section 30.2. Retiree Definition**

2 A retiree is a former employee of the City of Mt. Pleasant who meets the following  
3 criteria:

4 (a) Age 55 and 20 years of service, or

5 (b) Age 60 and 6 years of service, or

6 (c) Less than age 55 but with 20 years of service and taking a reduced pension with  
7 the age reduction immediately upon termination of employment.

8 **Section 30.3. Retirement Notification**

9 For planning and replacement purposes, employees eligible for and considering  
10 retirement from the Employer workforce are required to file a written notice of intent to retire  
11 with the appropriate Division Head and the Human Resources Department at least three (3)  
12 months in advance of the employee's anticipated retirement date. The employee may withdraw  
13 the notice of intent for any reason up to thirty (30) days in advance of the actual retirement date.

14 To guarantee payment of unused vacation and sick leave time as specified in Sections  
15 24.5. and 25.5., a written and irrevocable commitment to retire, including a specific retirement  
16 date must be provided not less than thirty (30) days in advance of the actual retirement date.

17 If a life changing event or extenuating circumstances occur, the City Manager may waive  
18 or alter any of the time limits in this section. If an employee eligible for retirement receives an  
19 offer of employment contingent upon a start date less than the required time limits in the section,  
20 the time limits shall be waived.

21 **Section 30.4. Eligibility for Vacation and Sick Leave Balance Payout**

22 Refer to Sections 24.5. and 25.5. of the Agreement.

23 **Section 30.5. Retiree Health Insurance**

24 The Employer will allow all retiring employees, eligible spouses and dependents to  
25 participate in the group health insurance and prescription drug plan (hereinafter referred to as  
26 "health plan"), provided the required cost is 100% paid by the retired employee. Such payments  
27 shall be in accordance with procedures established by the Employer. At retirement, the employee  
28 must complete an election form to:

29 (a) Continue in the health plan as a retiree;

30 (b) Discontinue participation in the health plan; or

31 (c) Defer participation in the health plan to a date/event specific and sign up at  
32 date/event specific.

1 The election form is available in the Human Resources Department. If a retired employee  
 2 is removed or discontinues participation in the health plan, with the exception of the deferment  
 3 option, the retired employee shall not be allowed to again become a participant.

4 The following identifies eligibility for and the length of time a retired employee and/or  
 5 his/her eligible dependents may participate in the Employer's health plan when specific life  
 6 changing events occur.

<b>Relationship to Retiree</b>	<b>Length of Eligibility for Coverage</b>
Retired employee (self)	Eligible for insurance benefits until death as long as: <ol style="list-style-type: none"> <li>1. Continuous coverage at retirement OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain;</li> <li>2. Pay premiums on time; and</li> <li>3. Sign up for Medicare A &amp; B when eligible</li> </ol>
Spouse of employee at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan.
Spouse of employee at retirement – divorced	Spouse is no longer eligible after COBRA defined length of time.
Spouse of employee at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date/event certain, which was decided upon if the retiree did the one-time deferment of the health decision. <b>NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.</b>
Become spouse of retiree after employee's retirement	Not eligible for coverage.
Children of employee at retirement	Eligible for insurance benefits until the age indicated in the plan document.
Children of employee after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document.

<b>Relationship to Retiree</b>	<b>Length of Eligibility for Coverage</b>
Children of employee after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document.

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Summary statements of benefits and coverage for such insurance plans and any recognized Section 125 (Cafeteria) Plan are available to each employee through the Employer's Intranet and the Human Resources Department.

**Section 30.6. Health Care Savings Account**

No later than the pay period of October 26, 2008, all members of the bargaining unit shall participate in the Municipal Employees' Retirement System (MERS) Health Care Savings Program. Employees must, on a pre-tax basis, contribute the minimum amount for participation.

When the Program is established, the City will contribute \$370 into each active, full and part-time employee's Health Care Savings Account. Within a reasonable period following April 1, 2009, the City will contribute an additional \$370 into each active, full and part-time employee's Health Care Savings Account. After that date, City contributions to the Program will cease.

The Health Care Savings Program will be administered in accordance with the Municipal Employees' Retirement System Health Care Savings Program plan document and IRS regulations. If a conflict exists between the Union Contract language and the MERS plan document and IRS regulations, the latter prevails.

No less than two weeks prior to an employee's retirement date, the employee may complete and submit to the City Payroll Office a leave conversion form indicating the number of eligible sick and vacation leave hours the employee desires to receive in a check as a cash out of the eligible balances. At the date of retirement, 100% of the cash value of any remaining and eligible sick and vacation leave balances shall be contributed to the employee's Health Care Savings Account.

**CONTRACTING AND SUBCONTRACTING**

**Section 31.1. Subcontracting and Outside Contracting Assistance**

The Employer reserves the right to subcontract work and use outside contracting assistance. It is provided, however, that no permanent seniority employee within this bargaining unit shall be laid off from the employee's department or other department or have their regularly scheduled work hours reduced as if such lay off or regular working hours is the result of the subcontracting of work or use of outside contracting. This restriction on lay off or reduction of regular working hours shall only apply to work of the type normally and customarily performed by employees in this bargaining unit and only if there are presently qualified employees available and the appropriate equipment and machinery are available to do the job.

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**SUPPLEMENTAL AGREEMENTS**

**Section 32.1. Supplemental Agreements**

All proposed Supplemental Agreements shall be subject to good faith negotiations between the Employer and the Union.

**COVERALLS AND UNIFORMS**

**Section 33.1. Uniform Allowance, Coveralls and Uniforms**

Employees with certain job responsibilities are provided with an annual uniform allowance as provided below. This taxable uniform allowance is provided for the employee to purchase uniform/clothing to make the employee identifiable as a City of Mt. Pleasant employee. Each department can determine the uniformity desired. The uniform allowances will be paid annually in February for the following 12 months. New employees will receive a prorated allowance for the remaining 12 months upon completion of the probationary period.

<b>Classification</b>	<b>40 hour per week employee</b>	<b>30 hour per week employee</b>	<b>20 hour per week employee</b>
Assessment Technician	\$174	\$131	\$87
Buildings and Grounds I and II	\$244	\$183	\$122
Code Enforcement Officer	\$244	\$183	\$122
Heavy Equipment Operator I and II	\$244	\$183	\$122
Light Equipment Operator	\$244	\$183	\$122
Office Professional – Recreation Department	\$87	\$65	\$44
Wastewater Treatment Operator	\$244	\$183	\$122
Water System Operator	\$244	\$183	\$122

Coveralls shall be provided by the Employer for all employees working in sewer manholes. An appropriate number of coveralls shall be provided by the Employer for all mechanics and for employees working with chlorine and acid and shall be replaced as needed.



1 **GENERAL**

2 **Section 34.1. Bulletin Boards**

3 (a) Employer Postings. Each employee shall be responsible for checking and reading  
4 all Employer posted materials on the bulletin boards. Any materials so posted by the Employer  
5 shall be conclusively presumed to have been read by employees and, accordingly, employees  
6 shall be conclusively presumed to be on notice regarding such posted materials.

7 (b) Union Postings. The Employer agrees to either furnish bulletin boards or to  
8 furnish space on bulletin boards in the various departments on which notices of official Union  
9 business may be posted provided the notices have been approved in advance by the Employer  
10 and the Union.

11 **Section 34.2. Health and Safety**

12 The Employer and the Union subscribe to the principles of good health and safety  
13 conditions. Where the Employer shall deem it necessary, it shall provide for protective devices  
14 and equipment subject to such rules for the preservation, use and care of such equipment as the  
15 Employer shall provide. It is understood that employees are expected to work in a safe manner. It  
16 is also understood that employees shall cooperate with the Employer in all safety and health  
17 procedures, including those established under federal and state law, and shall make proper use of  
18 all equipment, devices and procedures provided or established for such purposes. The Union will  
19 cooperate in assisting and maintaining, through proper usage, all safety and health procedures  
20 and equipment provided and established by the Employer. It is expressly understood and agreed  
21 that any defects in equipment or other devices and any conditions which may appear to create a  
22 health or safety hazard shall be reported to the Employer. It is expressly understood and agreed  
23 that violation of safety rules or regulations shall constitute just cause for disciplinary action, up to  
24 and including discharge, as determined by the Employer.

25 The Employer agrees to continue during the term of this Agreement its commitment to  
26 the establishment of sound health and safety practices and a procedure for the obtaining of health  
27 and safety related suggestions and concerns from the employees covered by this Agreement.

28 **Section 34.3. Entire Agreement**

29 This Agreement shall supersede any rules, regulations, or practices of the Employer  
30 which shall be contrary to its terms and also supersedes and cancels all previous Agreements,  
31 verbal or written, or based on alleged past practices of the Employer and the bargaining unit, and  
32 shall constitute the entire Agreement. Any amendment or agreement supplemental hereto shall  
33 not be binding upon either party until such amendment has been signed by both parties.

34 **Section 34.4. Captions**

35 The captions used in each Section of this Agreement are for purposes of identification  
36 and are not a substantive part of this Agreement.

**CLASSIFICATIONS**

**Section 35.1. Job Classifications**

Changes in job description and establishment of new positions may be made when needs arise by the Employer, subject to advance notice to the Local Union President. Ten copies of the newly revised job description and pay scale and all amendments shall be given to the Local Union President prior to their implementation. A classification change may be the subject of a grievance.

**COMPENSATION**

**Section 36.1. Wages**

(a) Effective the first (1st) pay date beginning on or after April 1, 2008, employees shall be paid on the basis of the following pay plan. Changes in any pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

PAY PLAN

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	15.43	16.15	17.33
Water System Operator	5, 6, 7, 8, 9	15.43	15.93	17.11
Heavy Equipment Operator I		13.61	14.11	15.64
Heavy Equipment Operator II		14.84	15.34	18.03
Motor Pool Mechanic I	10	12.97	13.47	15.88
Motor Pool Mechanic II	10	14.29	14.79	17.37
Buildings and Grounds I		13.61	14.11	15.64
Buildings and Grounds II		14.84	15.34	18.03
Office Professional I	11, 15	13.77	14.27	16.82
Office Professional II	11, 15	n/a	14.55	17.12
Office Professional III	11, 15	n/a	n/a	17.72
Code Enforcement Officer		14.03	14.53	17.10
Assessment Technician	11, 12, 13, 14	13.96	14.46	16.98

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Wastewater Treatment Operator job classification who has the State D license, thereby qualifying for the \$1.87 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$2.31 per hour add-on, which is the **only** amount of add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	1.87
2	C DEQ state license	2.31
3	B DEQ state license	2.93
4	A DEQ state license	3.55
5	S-1 DEQ state license	0.75
6	F-4 DEQ state license	1.66
7	F-3 DEQ state license	2.04
8	F-2 DEQ state license	2.63
9	F-1 DEQ state license	3.27
10	For <b>each</b> state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$2.88 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.36
11	Personal Property state certification, OP in Assessor's office only	0.60
12	Assessor's Level I state certification	1.42
13	Assessor's Level II state certification	1.75
14	Assessor's Level III state certification	2.07
15	Lien TAC (OP's in Police Department only)	0.60

1 (b) Effective the first (1st) pay date beginning on or after April 1, 2009; employees  
 2 shall be paid on the basis of the following pay plan. Changes in any pay rates shall be made  
 3 commencing with the pay period nearest the employee's anniversary date.

4 PAY PLAN

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	15.75	16.47	17.68

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Water System Operator	5, 6, 7, 8, 9	15.75	16.25	17.45
Heavy Equipment Operator I		13.89	14.39	15.95
Heavy Equipment Operator II		15.15	15.65	18.39
Motor Pool Mechanic I	10	13.24	13.74	16.20
Motor Pool Mechanic II	10	14.59	15.09	17.72
Buildings and Grounds I		13.89	14.39	15.95
Buildings and Grounds II		15.15	15.65	18.39
Office Professional I	11, 15	14.06	14.56	17.16
Office Professional II	11, 15	n/a	14.84	17.46
Office Professional III	11, 15	n/a	n/a	18.07
Code Enforcement Officer		14.32	14.82	17.44
Assessment Technician	11, 12, 13, 14	14.25	14.75	17.32

1            License or Certificate and Special Premium Schedule. The following schedule represents  
2 a separate hourly add-on to pay rates of employees in certain designated job classifications who  
3 have achieved or obtained one of the indicated licenses or certificates or special premiums. The  
4 following hourly add-ons are not cumulative. This means, for example, that if an employee in the  
5 Wastewater Treatment Operator job classification who has the State D license, thereby qualifying  
6 for the \$1.91 per hour add-on, subsequently achieves or obtains the State C license, then the  
7 employee is eligible to receive the \$2.36 per hour add-on, which is the **only** amount of add-on  
8 applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	1.91
2	C DEQ state license	2.36
3	B DEQ state license	2.99
4	A DEQ state license	3.62
5	S-1 DEQ state license	0.77
6	F-4 DEQ state license	1.69
7	F-3 DEQ state license	2.08
8	F-2 DEQ state license	2.68
9	F-1 DEQ state license	3.34
10	For <b>each</b> state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$2.96 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9	0.37

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
	(Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	
11	Personal Property state certification, OP in the Assessor's office only	0.61
12	Assessor's Level I state certification	1.45
13	Assessor's Level II state certification	1.79
14	Assessor's Level III state certification	2.11
15	Lien TAC (OP's in Police Department only)	0.61

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(c) Effective the first (1st) pay date beginning on or after April 1, 2010; employees shall be paid on the basis of the following pay plan. Changes in any pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

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PAY PLAN

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	16.16	16.88	18.12
Water System Operator	5, 6, 7, 8, 9	16.16	16.66	17.89
Heavy Equipment Operator I		14.25	14.75	16.35
Heavy Equipment Operator II		15.54	16.04	18.85
Motor Pool Mechanic I	10	13.58	14.08	16.61
Motor Pool Mechanic II	10	14.97	15.47	18.16
Buildings and Grounds I		14.25	14.75	16.35
Buildings and Grounds II		15.54	16.04	18.85
Office Professional I	11, 15	14.42	14.92	17.59
Office Professional II	11, 15	n/a	15.21	17.90
Office Professional III	11, 15	n/a	n/a	18.52
Code Enforcement Officer		14.69	15.19	17.88
Assessment Technician	11, 12, 13, 14	14.62	15.12	17.75

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License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Wastewater Treatment Operator job classification who has the State D license, thereby qualifying for the \$1.96 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$2.42 per hour add-on, which is the **only** amount of add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	1.96
2	C DEQ state license	2.42
3	B DEQ state license	3.06
4	A DEQ state license	3.71
5	S-1 DEQ state license	0.79
6	F-4 DEQ state license	1.73
7	F-3 DEQ state license	2.13
8	F-2 DEQ state license	2.75
9	F-1 DEQ state license	3.42
10	For <b>each</b> state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.04 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.38
11	Personal Property state certification, OP in Assessor's office only	0.63
12	Assessor's Level I state certification	1.49
13	Assessor's Level II state certification	1.83
14	Assessor's Level III state certification	2.16
15	Lien TAC (OP's in Police Department only)	0.63

1 (d) Effective the first (1st) pay date beginning on or after April 1, 2011; employees  
 2 shall be paid on the basis of the following pay plan. Changes in any pay rates shall be made  
 3 commencing with the pay period nearest the employee's anniversary date.

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PAY PLAN

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Wastewater Treatment Operator	1, 2, 3, 4	16.58	17.30	18.57

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Water System Operator	5, 6, 7, 8, 9	16.58	17.08	18.34
Heavy Equipment Operator I		14.62	15.12	16.76
Heavy Equipment Operator II		15.94	16.44	19.32
Motor Pool Mechanic I	10	13.93	14.43	17.03
Motor Pool Mechanic II	10	15.36	15.86	18.61
Buildings and Grounds I		14.62	15.12	16.76
Buildings and Grounds II		15.94	16.44	19.32
Office Professional I	11, 15	14.79	15.29	18.03
Office Professional II	11, 15	n/a	15.59	18.35
Office Professional III	11, 15	n/a	n/a	18.98
Code Enforcement Officer		15.07	15.57	18.33
Assessment Technician	11, 12, 13, 14	15.00	15.50	18.19

1            License or Certificate and Special Premium Schedule. The following schedule represents  
2 a separate hourly add-on to pay rates of employees in certain designated job classifications who  
3 have achieved or obtained one of the indicated licenses or certificates or special premiums. The  
4 following hourly add-ons are not cumulative. This means, for example, that if an employee in the  
5 Wastewater Treatment Operator job classification who has the State D license, thereby qualifying  
6 for the \$2.01 per hour add-on, subsequently achieves or obtains the State C license, then the  
7 employee is eligible to receive the \$2.48 per hour add-on, which is the **only** amount of add-on  
8 applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.01
2	C DEQ state license	2.48
3	B DEQ state license	3.14
4	A DEQ state license	3.80
5	S-1 DEQ state license	0.81
6	F-4 DEQ state license	1.77
7	F-3 DEQ state license	2.18
8	F-2 DEQ state license	2.82
9	F-1 DEQ state license	3.51
10	For <b>each</b> state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.12 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9	0.39

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
	(Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	
11	Personal Property state certification, OP in Assessor's office only	0.65
12	Assessor's Level I state certification	1.53
13	Assessor's Level II state certification	1.88
14	Assessor's Level III state certification	2.21
15	Lien TAC (OP's in Police Department only)	0.65

1 If, as certified by the Board of Review, taxable values of ad valorem property (including,  
 2 real and personal) increase by more than .5% in 2011, the Union's wages increase will grow by  
 3 one-half of the percentage increase (rounded to the nearest one-hundredth of a percent) in  
 4 addition to the above 1%, not to exceed an additional 2% wage increase.

5 **Section 36.2. Longevity Benefit**

6 (a) Employees Hired Prior to April 1, 1995. The longevity benefit payment shall be a  
 7 lump sum annual payment to eligible employees and shall be paid within a reasonable period of  
 8 time following the April 1 determination date. The amount of the annual longevity benefit  
 9 payment for eligible full-time employees actively employed on the April 1 determination date,  
 10 and who have worked a full twelve (12) months during the year immediately preceding the  
 11 April 1 determination date, shall be in accordance with the following schedule.

<u>Years of Continuous Full Time Service Required</u>	<u>Annual Benefit Payment</u>
Completion of 10 years but less than 15 years	\$700.00
Completion of 15 years but less than 20 years	\$1,050.00
Completion of 20 years or more	\$1,400.00

12 Employees who do not work a full twelve (12) months during the year immediately  
 13 preceding the April 1 determination date shall be eligible for the annual longevity benefit on a  
 14 pro-rata basis. The pro-rata basis shall be calculated using monthly increments with partial  
 15 months being rounded to the nearest whole month with the 1<sup>st</sup> through the 15<sup>th</sup> being rounded to  
 16 zero months and the 16<sup>th</sup> to the end of the month being rounded to one (1) month. For example, a  
 17 full-time employee who loses time during the year and, therefore, has six (6) months and three



1 (3) weeks as of the April 1 determination date would be eligible for the annual longevity benefit  
2 calculated on the basis of seven-twelfths (7/12) of the full benefit in the schedule set forth above.

3 The longevity benefit schedule set forth above in this Section for employees hired prior to  
4 April 1, 1995, is based on a full-time employee's length of continuous service with the City. The  
5 amount of the longevity benefit is based on various levels of years of continuous full-time service  
6 achieved by an employee and is determined on April 1 of each year. In the first year that an  
7 employee achieves the initial level of required continuous service for purposes of qualifying for a  
8 longevity benefit or during the year that an employee achieves a higher level of required  
9 continuous service, the amount of the longevity benefit determined on the immediately following  
10 April 1 shall be calculated on a pro-rata basis. For example, an employee who achieves the  
11 required level of continuous service on October 1 for purposes of either initial eligibility or  
12 eligibility for a higher level shall be eligible on the immediately following April 1 for a longevity  
13 benefit equal to fifty percent (50%) of the benefit amount set forth in the schedule.

14 For example, on the April 1, 2002, determination date, an employee with a hire date of  
15 June 5, 1986, would have received a pro-rated longevity check calculated as:

16  $700.00/12 \text{ months} \times 2 \text{ months} = \$116.66$

17  $1,050.00/12 \text{ months} \times 10 \text{ months} = \$875.00$  for a total of \$991.66

18 It is understood that an eligible employee who terminates prior to the April 1  
19 determination date will receive a pro-rated longevity payment.

20 (b) Employees Hired on or after April 1, 1995. There shall be no longevity benefit  
21 available for employees hired on or after April 1, 1995.

### 22 **Section 36.3. Shift Premiums**

23 An employee who works a regularly scheduled shift having a normal starting time of  
24 12:00 noon or thereafter but prior to 11:00 p.m. shall receive a shift premium of twenty-five  
25 cents (\$0.25) per hour for all hours actually worked after 4:30 p.m. on the shift. An employee  
26 who works a regularly scheduled shift having a normal starting time of 11:00 p.m. or thereafter,  
27 but prior to 7:00 a.m., shall receive a shift premium of fifty cents (\$0.50) per hour for all hours  
28 actually worked.

29 The shift premiums set forth in this Section shall not apply to an employee who works  
30 extra hours beyond the employee's regularly scheduled shift and shall not apply to an employee  
31 who commences work prior to the normal starting time of the employee's regularly scheduled  
32 shift. The shift premiums set forth in this Section shall also not apply to short-term temporary  
33 changes in an employee's work shift schedule.

### 34 **Section 36.4. Hiring Rate**

35 New hires may be started at any pay rate step within the established pay range for a  
36 particular job classification as deemed appropriate by the Employer due to qualifications, ability,

1 special skills, training and/or experience. An employee started at a step somewhere above the  
2 normal start rate for a particular job classification will be credited with the number of hours of  
3 work applicable to the particular step for purposes of future step progression within the  
4 established pay range. It is provided, however, that a new hire shall not be started above the one  
5 (1) year pay rate step.

6 **SAVINGS CLAUSE**

7 **Section 37.1. Savings Clause**

8 Should any part herein or any provisions herein contained be rendered or declared invalid  
9 by reason of any existing or subsequent enacted legislation, or by any decree of a court of  
10 competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid  
11 shall be subject to immediate negotiation.

12 **TERMINATION AND MODIFICATION**

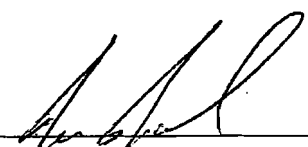
13 **Section 38.1. Termination**

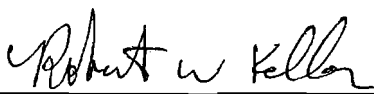
14 This Agreement shall remain in force until April 1, 2012, 11:59 p.m., and thereafter for  
15 successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day  
16 prior to expiration serve written notice on the other party of a desire to terminate, modify, alter,  
17 negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate  
18 or change or any combination thereof shall have the effect of terminating the entire Agreement  
19 on the expiration date in the same manner as the notice of desire to terminate, unless before that  
20 date, all subjects of amendment proposed by either party have been disposed of by agreement or  
21 by withdrawal by the party proposing amendment, modification, alteration, negotiation, change  
22 or any combination thereof.

23 The written notice referred to in this Section of the Agreement shall be deemed  
24 sufficiently filed if sent by certified mail and addressed, if to the Union, to the President of  
25 MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE  
26 TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN  
27 (TPOAM), and if to the Employer, to the City Manager of the City of Mount Pleasant.

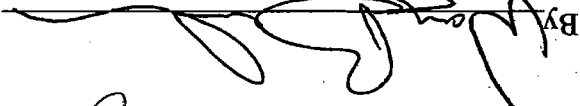
CITY OF MOUNT PLEASANT

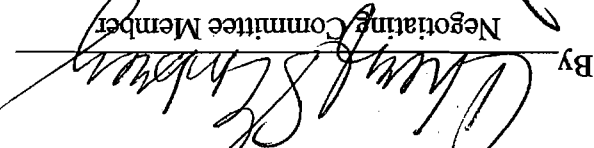
MOUNT PLEASANT MUNICIPAL  
EMPLOYEES ASSOCIATION represented by  
THE TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS' ASSOCIATION OF  
MICHIGAN (TPOAM)

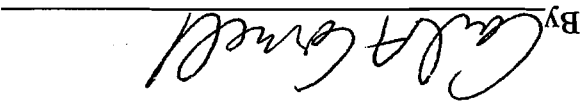
By   
Jon Joslin, Mayor

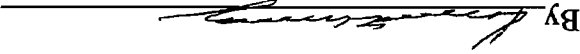
By   
Negotiating Committee Member

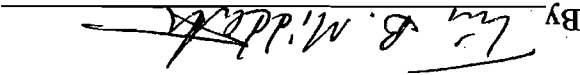
Dated 10/27/08

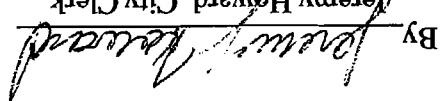
By  TPQAM Business Agent, Wayne Beerbower

By  Negotiating Committee Member

By  Negotiating Committee Member

By  Negotiating Committee Member

By  Negotiating Committee Member

By  Jeremy Howard, City Clerk

## LETTER OF AGREEMENT

### SUBJECT: Light Equipment Operator Classification

During the collective bargaining negotiations leading to the 1998 Agreement, the Employer introduced the establishment of Heavy Equipment Operator I and Heavy Equipment Operator II classifications. These classifications are established to clarify both parties' expectations that all new employees hired into the Street Department after April 1, 1998, are to meet minimum qualifications of a Heavy Equipment Operator, and upon successful completion of the Heavy Equipment Operator II training program, shall be reclassified as a Heavy Equipment Operator II effective with the closest full pay period.

As of the 1998 Agreement, the Laborer classification shall be re-titled Light Equipment Operator. Any existing Light Equipment Operator, however, who, for whatever reason, will be unable to assume the responsibilities of Heavy Equipment Operator II, shall remain in the Light Equipment Operator classification. For the duration of this agreement a Light Equipment Operator will be awarded the pay rate of a Heavy Equipment Operator I plus

- (a) \$0.80 per hour, effective the first pay date beginning on or after April 1, 2008;
- (b) \$0.82 per hour, effective the first pay date beginning on or after April 1, 2009;
- (c) \$0.84 per hour, effective the first pay date beginning on or after April 1, 2010;
- (d) \$0.86 per hour, effective the first pay date beginning on or after April 1, 2011.

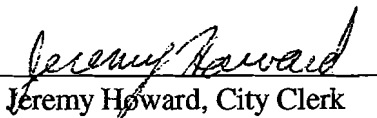
CITY OF MOUNT PLEASANT

By



Jon Joslin, Mayor

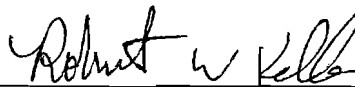
By



Jeremy Howard, City Clerk

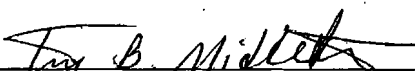
MOUNT PLEASANT MUNICIPAL  
EMPLOYEES ASSOCIATION represented by  
THE TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS' ASSOCIATION OF  
MICHIGAN (TPOAM)

By



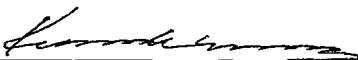
Negotiating Committee Member

By



Negotiating Committee Member

By



Negotiating Committee Member

By Carl A. Cornell  
Negotiating Committee Member

By Cheryl Stenberg  
Negotiating Committee Member

By Wayne Beerbower  
TPOAM Business Agent, Wayne Beerbower

Dated: 10/07/08

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