

## **AGREEMENT**

THIS AGREEMENT entered into this 6th day of July, 2010, by and between THE CITY OF ADRIAN, a Michigan Municipal Corporation, hereinafter referred to as the City, and THE TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN-TPOAM, hereinafter referred to as the Union.

### **PURPOSE AND INTENT**

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 City, employees, and the Union.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner, without interruption of said services to the public.

To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

### **ARTICLE I - RECOGNITION**

#### **Section 1. Bargaining Unit.**

- (a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City 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 for the employees of the City included in the bargaining unit certified in Case No. R05 G-096, as described below:
- (b) All employees as follows:

All full-time and regular part-time employees of the Waste Water and Water Treatment Plants, Water Department-Maintenance and Construction, DPW-Streets, and Parks and Forestry and Cemeteries; excluding Chief Operator-Water Plant, Chief Maintenance and Operations, Waste-Water Treatment Plan, Chemists, Laboratory Technicians, Meter Readers, Customer Servicemen, Foremen, Working Foremen, Crew Leaders, Supervisors and all other City employees.

- (c) Unless otherwise indicated, the term "employee" when used in this agreement will refer to all employees in the bargaining unit as defined in Section 1, above.

The term "he" or "his" shall refer to male and female employees when used in this Agreement.

Section 2. Union Security.

- (a) Employees covered by this Agreement at the time this Article becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.
- (b) Employees covered by this Agreement who are not members of the Union at the time this Article becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the effective date of this Article or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the signing of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to the regular, periodic Union dues and initiation fee uniformly required for membership commencing thirty (30) days following their employment. Failure to comply with this section will result in the employee being discharged.

Section 3. Check-Off.

- (a) After the signing of this Agreement and thereafter during the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction" herein after set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who are

Union members, or employees who are paying the service fee, the regular, usual, periodic and uniform dues or service fees and/or initiation fees of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, provided, however, that the Union shall first present to the City a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified checkoff list and authorization.

- (b) The written authorization from employees will be on the Authorization for Payroll deduction as shown below:

Payroll Deduction Authorization

For the:

\_\_\_\_\_

(Print Name of Employer)

By:

\_\_\_\_\_

(Last Name)                      (First Name)                      (Middle Initial)

Effective:

\_\_\_\_\_, 20\_\_\_\_

(Next Payroll)

I hereby request and authorize you to deduct from my earnings at least once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to:

Technical, Professional and Office Workers Association of Michigan (TPOAM)  
27056 Joy Road, Redford, MI 48239-1949

Signature:

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Number                      Street                      City                      Zip

- (c) Dues shall be deducted from each month and shall be remitted to the Technical, Professional and Office Workers Association of Michigan, no later than the fifth (5th) day of the month following the month in which the deduction was made with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has

made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employees will be made by the Local Union.

- (d) An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.
- (e) The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction," together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this provision.

Section 4. Hold Harmless. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs, court reporter fees and transcript, and unemployment compensation costs, if any, and the fees of legal counsel retained by the City to defend any claim that may arise out of or by reason of action taken or not taken by the City under this Article.

## **ARTICLE II - REPRESENTATION**

Section 1. For the handling of grievances on its behalf, the Union shall elect from among the seniority employees a committee of three (3), one of whom shall be designated as the Chairperson. Two (2) alternates may act in the place of a regular committee member when a member is absent.

Section 2. In addition to the committee, the Union may select, from the seniority employees in each of the Districts below, a steward to represent employees at Step One of the Grievance Procedure. For the purpose of this Agreement, the Districts shall be as follows:

- District 1 - Waste-Water Treatment Plant
- District 2 - Water Treatment Plant
- District 3 - Water/Sewer Department - Distribution and Collection
- District 4 - Public Works
- District 5 - Parks and Forestry and Oakwood Cemetery

Stewards shall only represent those employees in their respective District unless the Steward in that respective district is on authorized leave of absence.

Section 3. Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and will, from time to time, provide prompt notice of any changes.

### **ARTICLE III - NO DISCRIMINATION**

Section 1. No Discrimination.

There shall be no discrimination against any employee because of his membership in the Union, because of his acting as an officer or in any other capacity on behalf of the Union.

Section 2. Neither the City nor the Union shall discriminate against any employee because of age, sex, race, nationality, religion, handicap, political belief, or for Union activity.

### **ARTICLE IV - NO STRIKE-NO LOCKOUT**

The Union agrees that there shall be no strikes, slowdowns, or other interruption of work or restriction of production or operations of the City by any of its members during the term of this Agreement. It is the intent of the parties that all grievances and disputes shall be processed through the Grievance Procedure of this Agreement. The Employer agrees that there shall be no lockout during the term of this Agreement.

### **ARTICLE V - MANAGEMENT RESPONSIBILITY**

Section 1. It is recognized that the Management of this City, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but, by no means wholly inclusive, are: the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, services to be performed or maintained, maintenance and repair, amount of supervision necessary, machinery and their tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

Section 2. It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces (including the right to hire, suspend or discharge for just cause, establish reasonable rules and regulations, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons) is vested exclusively in the City, subject only to the seniority rules, grievance procedure, and

other express provisions of this Agreement as herein set forth, provided that seniority shall continue to be taken into consideration in job assignments when vacancies occur.

Section 3. Crew leaders and other supervisors may continue to work with and assist employees provided, however, it is not the intent of this Agreement to allow crew leaders and other supervisors to perform the work normally performed by members of the bargaining unit in order to avoid calling in qualified bargaining unit employees for overtime if the work in question is in excess of one (1) hour duration (provided this shall not apply in cases of emergencies). The Union shall have the right to see the time turned in by the supervisor. It is also not the intent of this Agreement to allow said leaders or other supervisors to take over the work being done by a bargaining unit employee and reassign the employee to other duties unless prior arrangements have been made (i.e., this was prescheduled by the leader or supervisor).

## **ARTICLE VI - GRIEVANCE PROCEDURE**

Section 1. Should a difference arise between the City and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the Grievance Procedure set forth below.

Step 1. Any complaint of an employee shall be taken up by the aggrieved party, the District steward if requested, and the foreman. If no District steward is on the job site, then such meeting shall be arranged within three (3) working days. In the event the District steward is not available within the three days, the meeting will be held with an alternate appointed by the local Union President. If not settled, it shall be reduced to writing, citing the section of the contract alleged to have been violated and the date of the Step One meeting and signed by the grievant and submitted to the Department Head. The foreman shall initial the date of the Step One meeting. Any grievance not submitted to the Department Head within five (5) working days after the employee should have had knowledge of the occurrence or the cause upon which the grievance is based or in any event within thirty (30) days from the cause upon which the occurrence is based, shall be automatically closed. A District steward may be permitted to leave his job upon request and after receiving an approval by his foreman, for the purpose of investigating a grievance in his District, and such permission shall not be unreasonably withheld. Such District steward shall report to his foreman upon completion of his investigation.

Step 2. Within five (5) work days of receipt of the written grievance, a meeting will be held between the grievance committee and the Department Head, Personnel Director and/or other designated City representatives to discuss the grievance provided, however, the City reserves the right to forego the meeting in the event the City grants the grievance prior to said meeting. In the event a meeting is held, the City shall give its written decision within three (3) working days (excluding Saturdays, Sundays and holidays) following the discussion of

the written grievance. In the event the City fails to give its written decision within said three (3) days, the grievance will be moved to Step Three. The Personnel Director of the City shall provide the Union with a list of Department Heads and supervisory personnel referred to in this Agreement.

Step 3. In the event the grievance is not settled in Step 2, the Union may, within five (5) work days of receipt of the City's answer in Step Two, request in writing a meeting between the committee and the Union's Business Agent and the City Administrator and/or his designated representatives. The meeting will be held within fifteen (15) working days after receipt of the request, or at a later mutually agreeable date. The decision of the City following this meeting shall be served upon the Union's Business Agent in writing by registered or certified mail within five (5) working days at the end of the meeting unless time is extended by mutual agreement. In the event the City fails to serve its decision upon the Union's Business Agent within said five (5) days, the Union may request arbitration within thirty (30) days from the date the decision was due. The Local Union President will be sent copies of the City's third (3rd) step answers at the time of mailing to the Business Agent.

Step 4. In the event any grievance is not settled satisfactorily at the conclusion of Step 3 of the Grievance Procedure, then either party may request arbitration thereof. The party requesting arbitration must notify the other party in writing within thirty (30) calendar days of the day the written disposition of the grievance under Step 3 was served by the City on the Union. In the event that either party shall fail to serve such written notice within the time set forth above, the matter shall be deemed to be settled on the basis of the written disposition under Step 3 and shall not be subject to arbitration. When arbitration has been requested and notice given, the Union and the City will within five (5) days confer to see if a mutually-agreeable arbitrator can be selected. Absent mutual agreement, the parties will select one of the arbitrators from the panel by blind draw. The arbitration hearing shall be conducted in accordance with the rules of the American Arbitration Association. The panel shall be:

Mario Chiesa  
Mark Glazer  
Pat McDonald  
Michael P. Long

All such requests for arbitration shall be in writing and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated and the basis on which such violations are claimed. For purposes of this clause, all notices served on the Union shall be served on the TPOAM as set forth above in writing by registered or certified mail. All notices

served on the City shall be served on the City Administrator as set forth above in writing by registered or certified mail.

- (b) The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no-strike pledge in this Agreement.

The arbitrator shall have full power to determine if either party to this Agreement has authorized and/or committed any act in violation of the "NO STRIKE-NO LOCKOUT" provisions of this Agreement titled "JOINT RESPONSIBILITIES."

- (c) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

- (d) The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain a reference to statutes, decisions, regulations, or other extra contract matters not specifically incorporated in this Agreement.
- (e) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
- (f) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

- (g) The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any case, subject to Section 6 below.
- (h) It is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole or in part, due to the length of the employee's service with the Employer, except in the sole discretion of the Employer, nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based upon an employee's length of service with the Employer.

Section 2. Any grievance not appealed in writing within five (5) working days from a decision in one of the steps of the above procedure to the next step as prescribed, shall be considered dropped. In the event no answer is given within the time limits of each step, the Union may appeal to the next step within five (5) working days of the expired time limit.

Section 3. Authorized committee members, and/or stewards, shall be paid for time lost during working hours in attending grievance meetings with City representatives. A member of the committee or a steward may be permitted to leave their job upon request and after receiving approval by their foreman, for the purpose of investigating a grievance in their District, and such permission shall not be unreasonably withheld.

Such committee members or Stewards shall report to their foreman upon completion of their investigation and if they go into the department of another foreman, they must first notify such foreman of his presence. This right to receive pay for time lost shall not be abused. The City will furnish cards for the maintenance of records of time spent hereunder. Grievances shall be reduced to writing during non-working hours (i.e., before or after work or during the lunch period).

Section 4. Any complaints involving discharge or disciplinary suspensions of five (5) work days or more must be filed in writing at Step Three within three (3) working days after a written notice has been filed with the committee. The City shall render a decision within three (3) working days after receipt of the complaint.

Section 5. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, work of a similar class at the present contract rate, or as may be agreed to by the parties.

Section 6. The City shall not be required to pay back wages in excess of thirty (30) days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any other compensation that he may have received from any source including unemployment compensation during the period of back pay.

Section 7. All notices of disciplinary action, up to and including discharge, taken and the reasons therefore shall be in writing. Wherever practicable, employees shall not be required to leave the premises until they have been afforded an opportunity to talk to their District Steward. A copy of such notices shall be given to the District Steward (or Grievance Chairperson) if the District Steward is the one being disciplined via the departmental mail.

Section 8. An agreement reached between the management and the committee is binding on all workers affected and cannot be changed by any individual.

Section 9. Meetings between the committee and management may be held at any time upon mutual agreement between the parties. An agenda shall be prepared and submitted by each party to the other at least three (3) days prior to the meeting. Grievances shall not be a topic of the committee management agenda. Authorized committee members shall be paid for time lost during their working hours in attending these meetings. The City Administrator or his designated representative will notify supervisory personnel of scheduled Labor-Management meetings.

Section 10. Authorized representatives of the Union shall be granted access, upon reasonable advance notice, for the purpose of adjusting grievances with the designated supervisors as provided herein. The name of representatives so authorized shall be on file with the City.

- (a) Working days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.
- (b) A grievant may attend a meeting at Step 2 and/or Step 3 if requested by either party.
- (c) If an employee elects to pursue any legal or statutory remedy, such election will bar further or subsequent proceedings for relief under the Grievance Procedure including arbitration.

## **ARTICLE VII - RULES AND DISCIPLINE**

Section 1. The City shall have the right to establish, amend and enforce reasonable rules for employees to follow not in conflict with the expressed provisions of this Agreement.

Section 2. New or amended rules will be published five (5) working days prior to their effective date.

Section 3. In disciplining employees for violation of minor infractions, the City will follow the progressive discipline steps as outlined below:

First Violation	-	Written Reprimand
Second Violation	-	1-Day Suspension Without Pay
Third Violation	-	2-Day Suspension Without Pay
Fourth Violation	-	5-Day Suspension Without Pay
Fifth Violation	-	Discharge

Provided; it is understood that the City shall retain the right to discipline an employee up to and including discharge for repeated violation of rules.

In disciplining an employee, a prior warning and/or suspension of less than five (5) days (for other than absenteeism and tardiness which is covered in Section 5 below) will be disregarded, and will be removed from the employee's personnel file after 24 months, provided no further disciplinary action of any kind has been issued to the employee during said period.

Section 4. Violation of major infractions shall subject an employee to disciplinary action, up to and including, discharge.

Section 5. After a one (1) year lapse between the time an employee receives a written reprimand for violating either the absenteeism or tardiness rule and the next violation of the rule, the last written reprimand will be removed from his/her record.

Section 6. For informational purposes, Departmental rules and memos and any other City-wide rules pertaining to bargaining unit employees not included in the City's employee handbook will be maintained in loose-leaf binders in each department.

## **ARTICLE VIII - PROBATIONARY EMPLOYEES**

Section 1. A new employee shall be a probationary employee without seniority until the employee has been employed and actively at work for ninety (90) days of work. At the end of which period employees shall be entered on their department seniority list of the City as of the first day of their employment, except that temporary employees shall not acquire seniority nor shall they be eligible for, or receive those benefits or credits due employees who have acquired seniority.

Section 2. A probationary employee may be laid off or terminated at the discretion of the City, without recourse of the grievance procedure. Employees laid off or terminated during their probationary period and rehired as probationary employees within ninety (90) calendar days following their last day of work will be considered to be completing the probationary period they previously started. Employees who complete their probationary period in this manner will be credited with ninety (90) days seniority, retroactively, from the day they complete their probationary period, for the purpose of determining their date of employment and position on the seniority list. An employee

rehired after ninety (90) calendar days will be considered a new employee and will begin a new probationary period.

Section 3. Employees who complete their probationary period satisfactorily shall then begin to receive sick leave days, Life, Health, Dental, S&A and vacation credit, as provided herein.

Section 4. Probationary employees in an affected department shall be laid off, in reverse of hire, after temporary employees in the affected department, but before seniority employees in the affected department, as provided in Article X, Section 1(b) and (c).

### **ARTICLE VIIIA - TEMPORARY EMPLOYEES**

Section 1. There shall be three (3) types of temporary employees:

Type 1 - One who is employed between April 1st and October 31<sup>st</sup>.

Type 2 - One who normally works a schedule of not over thirty (30) hours per week.

Type 3 - One who is hired in connection with a specific project or assignment which will not exceed sixty (60) days of work.

There shall be a 3-tier pay schedule for seasonal/temporary employees consisting of:

Entry-level	(1) - \$ 7.40 per hour
Mid-level	(2) - \$ 9.00 per hour
Senior-level	(3) - \$10.77 per hour

Wages shall be determined at the discretion of the City at the time of hire based on the following classification list for temporary positions.

#### **TPOAM Temporary Positions – Classifications**

##### **Entry Level (I)**

Responsible to complete manual labor as assigned by the supervisor; examples include but are not limited to: mowing, trimming, watering, trash pick-up, leaf and brush pick-up, cleaning catch basins, cleaning restrooms, painting, and athletic field preparation. All work is typically completed under the observation of a supervisor. Requirements may include operation of pickup trucks, panel trucks, and trucks up to 15,000 GVW for hauling of tools, equipment, and materials as required for the job of laborer. Also may operate motorized equipment such as riding mowers, tractors, and utility carts. Typically works a summer season (May – August) or a shorter special assignment.

### **Mid-Level (II)**

Responsible to complete manual labor as assigned by the supervisor similar but not limited to the duties listed for Entry Level (I) position. May operate independently or as part of a work crew after receiving work assignments for the day; receives minimal supervision throughout the course of the day. Requirements may include operation of pickup trucks, panel trucks, and trucks up to 15,000 GVW for hauling of tools, equipment, and materials as required for the job of laborer. Also may operate motorized equipment such as riding mowers, tractors, and utility carts. Some minimum interaction with city residents may be required, as well as work in unsupervised areas such as the compost site. May work a summer season (May – August), or a shorter special assignment, or a longer season (April – October).

### **Senior Level (III)**

Responsible to complete manual labor independently or as part of a work crew after receiving work assignments for the day; receives minimal supervision throughout the course of the day. May also work independently and make decisions without direct supervision while assigned to a park, cemetery, or recreation facility. Responsibilities include a variety of duties, some of which may be specialized including maintenance on facilities and/or equipment. Some duties may require specialized training or certification such as Certified Pool Operator (CPO). A high level of independent judgment to determine daily priorities, and strong communication skills are necessary. Frequently requires contact and communication with the public, and coordination with other city employees. Requirements may include operation of pickup trucks, panel trucks, and trucks up to 15,000 GVW for hauling of tools, equipment, and materials as required for the job of laborer. Also may operate motorized equipment such as riding mowers, tractors, and utility carts. May perform manual labor similar but not limited to duties of Entry Level (1) and Mid-Level (2) classifications at times. Typically works a longer season (April – October).

When a temporary employee is hired, the City shall notify the Local President, in writing, with the name of the temporary employee and the type. In the case of a Type 3 temporary, the notice shall include the specific project or assignment involved. In the event a temporary employee's status changes (e.g., from Type 1 to Type 3), the Union President will be notified, in writing, of the status change and the nature of the work the temporary will be performing.

**Section 2.** Temporary employees shall not acquire seniority, nor shall they be eligible for, or receive, those fringe benefits or credits due employees who have acquired seniority, nor shall they be covered by the provisions of this Agreement, except as set forth in Article I, Sections 2 and 3. Temporary employees may be laid off or terminated at the discretion of the City. In the event a temporary employee is hired to perform seasonal work and is retained beyond the season to fill a permanent bargaining unit position, the person shall, on such date, be reclassified as a probationary employee and serve the required probationary period from that point.

Section 3. Temporary employees in an affected department shall be laid off first, in any order, before a probationary or seniority employees is laid-off as set forth in Article X, Section 1(a).

Section 4. Under normal circumstances, a temporary employee will not work overtime except in the three-week period, preceding Memorial Day. In the cemetery, a temporary employee may work overtime outside of the three-week period, preceding Memorial Day if all employees in the classifications within the cemetery itself are scheduled to work the overtime or have been offered the opportunity to work the overtime. In the event overtime is necessary on a Saturday or Sunday for a funeral, Parks and Forestry employees will be notified of the overtime opportunity before it is offered to a temporary employee. The notification will be a verbal announcement to employees in the break room at the time (i.e., either at lunch or prior to the end of the shift on Thursday) if the City is not informed of the funeral until Friday, it will give verbal notification at the normal break or prior to the end of the day. If more than one employee volunteers for the overtime, it will go to the most senior.

Section 5. The City shall have the right to schedule up to five (5) temporary employees on a Tuesday to Saturday and/or Sunday to Thursday schedule to do PSE I type work (including operating packer, but not driving it).

Section 6. The temporary at the ice rink is excluded from the restrictions of Sections 4 and 5 above.

## **ARTICLE IX - SENIORITY**

Section 1. Employees, other than temporary employees, upon completion of their probationary period, shall be placed on their department seniority list as provided in Article VIII, above. When two (2) or more employees are hired on the same date, the employee, whose card was punched in first, shall be considered senior. New employees shall be assigned to a department and be placed on their department seniority list in accordance with such seniority date. When two (2) or more employees enter a department on the same day, the employee with greater service with the City shall be placed on such list first.

Section 2. In the event employees are permanently transferred from one department to another for any reason, they shall be placed on such new department seniority list in accordance with their date-of-entry in such department, provided, however, in Departments 3, 4 and 5 listed in Section 3 below, after an employee has been in said departments for one (1) year, his date-of-entry seniority shall be his date of hire as defined under Article VIII, Section 2. They shall also retain their accumulated seniority in their former department. The above shall apply to all permanent transfers, whether the transfer is at the employee's request or at management's request. All such transfers will be made in accordance with this Agreement. There shall be no change in seniority as a result of temporary transfers.

Section 3. The departments for purposes of seniority shall be:

1. Waste-Water Treatment Plant
2. Water Treatment Plan
3. Water/Sewer Department - Distribution and Collection
4. Public Works
5. Parks and Forestry and Oakwood Cemetery

Section 4. Seniority shall terminate and an employee shall be discharged if the employee:

- (a) Quits or retires.
- (b) Is discharged for just cause and not reinstated.
- (c) Is absent for three (3) consecutive work days without notifying the City within said period, unless as a result of physical impossibility.
- (d) Is absent for three (3) consecutive days without justifiable reason.
- (e) Gives a false reason to obtain a leave, or fails to return to work on the first day after termination of any leave of absence without a bonafide excuse acceptable to the City.
- (f) Is laid off for a period equal to his seniority at the time of layoff of three (3) years, whichever is lesser.

Section 6. The seniority of any employee will not be terminated because of place of residence.

Section 7. Employees shall notify the City of their proper post office address or change of address, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its records for all purposes.

Section 8. Employees who are promoted or transferred out of the unit, but who continue as employees of the City shall retain their seniority in the Unit, but shall not accumulate seniority while out of the Unit in any event they are returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

Section 9. Employees who are elected or appointed to office or positions in the International Union, which make it necessary to leave their employment, shall retain their seniority and shall accumulate seniority during the time they hold the position.

Section 10. The City will grant leave of absence to employees so elected or appointed upon request of the Union. Said leave shall be renewed annually upon request.

Section 11. Employees who have been permanently, or partially incapacitated by occupational injury or illness arising out of and in the course of their employment with the City may be assigned other work which, in the judgment of management and agreeable to the Union, they are capable of performing without regard to any seniority provisions of this Agreement, provided that this provision shall not accord them super-seniority beyond their seniority date.

Section 12. Employees so assigned shall be paid the regular rate of the job to which they are assigned, unless their incapacity renders them unable to perform a normal day's work, in which case a lesser rate shall be agreed to between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Workers' Compensation Act.

Section 13. Retention of Seniority Leave.

Seniority shall, in all cases, accumulate while an employee is on an approved leave and for any approved extensions thereof.

## **ARTICLE X - LAYOFF AND RECALL**

Section 1. When there is a reduction of the working forces in any department, the following procedure shall govern in making layoffs:

- (a) Temporary employees in the affected departments shall be laid off first, in any order.
- (b) Probationary employees in the affected departments shall be laid off next, in reverse of hire, providing the remaining probationary employees in the department can perform the remaining work with normal instructions and supervision.
- (c) If additional layoffs are necessary, seniority employees shall be laid off in the order of their department seniority in the department affected by the layoff, provided those who desire to exercise their seniority must be able to perform the work with normal instructions and supervision. Employees, with seniority, laid off from their department shall be entitled to bump a temporary or probationary employee in another department, and in the event there are no temporary or probationary employees, they may bump the lowest seniority employee (City-wide) then working in another department, provided they are able to perform such work with normal instruction and supervision. In the event an employee

has seniority to continue working but cannot perform the job of the lowest seniority employee, the City shall reassign the employee if there is a job the employee can perform held by a lower seniority employee. In the event employees exercise their seniority to work in another department, they must return to their permanent department or forfeit their seniority in such department upon being recalled thereto. In such case, their new department shall become their permanent department.

Unless an employee has had prior experience or training in the classification, at time of layoff, employees in other classifications in other departments are not going to be able to perform the work of sewage plant operator or water plant operator with only normal instructions and supervision.

Section 2. The members of the committee shall head the seniority list for their respective departments, provided they are capable of doing the work available. They shall be returned to their regular standing on the seniority lists upon termination of service as such representative.

Section 3. Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required.

Section 4.

- (a) Employees on the seniority list when recalled to work shall be given three (3) working days advance notice of the date they are to report to work. Recalls shall be made by certified mail. Copies of all notices shall be given to the committee.
- (b) Employees who fail to report within three (3) working days after being notified, or fail to give a satisfactory explanation for not reporting, will be considered as having voluntarily quit.
- (c) In instances where employees cannot return to work within the required time limit, the next employee in point of service may be called and may be permitted to work until the senior employee returns.

Section 5. When employees are called to work or laid off, each committee member shall be given the names and order of calling or lay off.

## **ARTICLE XI - JOB BIDDING**

Section 1. The City agrees to post vacancies which are to be filled in existing job classifications in each department only for a period of three (3) working days. Employees may indicate in advance their desire to be considered for specified jobs when they become available by filing a notice of their interest on the form provided by

the City with their supervisor. The supervisor will forward a copy to the Personnel Office. A copy of the notice will be provided to the employee. These notices must be renewed July 1 of each year in order to remain active. The successful bidder will be notified within five (5) days of being awarded the job.

Section 2. In promotion of employees covered by this agreement to classifications within the bargaining unit, seniority will govern whenever qualifications and abilities of the employees being considered are equal with preference being given to departmental seniority. If the seniority employee is not selected, the employee can take the matter up through the grievance procedure. The City reserves the right to require a CDL Class B with Air Brakes, in order to bid for certain jobs. Upon successful completion of the written exam, the City will make a vehicle available for training purposes and for the CDL road test. Upon attainment of the CDL, the City will reimburse the employee the CDL license fee (currently \$60).

Section 3. Employees may be required to remain in their old jobs until properly replaced. Every reasonable effort shall be made to assign the successful bidder as soon as possible. In the event the City is unable to place the successful bidder in the job within thirty (30) days, the City shall begin paying the employee at the rate the employee would have received under Section 6 at the beginning of the pay period after said thirty (30) days, provided the bid job is a higher rate of pay.

Section 4. Employees who bid for, and are awarded their job, shall not be entitled to bid for any other job for a period of twelve (12) months in the event:

- (a) The job bid was an equal or lower-rated job; or
- (b) The employee refused the job after being awarded it or declined during the trial period. In this latter case, an employee may only decline the job within the first fifteen (15) days of work on the job (and in such case, the employee will be returned to his/her former job).

Section 5. Employees awarded a job bid shall have not to exceed sixty (60) days of work to qualify for such job. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority or bidding rights. If the Union disagrees with such disqualifications, the employee or the Union may take the matter up through the Grievance Procedure and the City must be able to show that the disqualification was justified.

In the event a license is required by the state to hold a particular classification, employees shall not be deemed qualified for the job until they comply with the license requirement within the period provided for under the law. In the event such employees

fail to qualify, they shall be returned to their former job or otherwise exercise their seniority rights under the contract.

Section 6. Employees awarded a job bid under this Article shall receive their current rate provided it is equal to or below the maximum of the new classification or the starting rate for the new classification, whichever is higher. In promotion to PSE II, IIIA, IIIB, IV or Mechanic, if the employee was at the top of the schedule prior to the promotion, the employee will receive the top rate of the new classification. If the employee is not at the top, the employee will receive the next step on the salary schedule that provides at least a twenty-cent (\$.20) per hour increase. Said rate to be effective the start of the pay period after 30 days on the new job, unless the employee has previously performed the job on numerous occasions in the past two years, in which case the increase shall become effective at the beginning of the next pay period.

Section 7. This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available. If the employee is transferred into the bargaining unit from a position outside of the bargaining unit, the employee will be placed on the salary schedule on the same basis as set forth in Section 6 above. The employee shall receive credit for his previous City service for purposes of vacation pay, holiday eligibility and insurance eligibility.

Section 8. In the event there is a temporary job opening due to illness, emergency leaves, temporary production increases, etc., the City may fill such job by transferring another employee or employees to such temporary vacancy for not to exceed sixty (60) days of work, unless a longer time is agreed to. In filling temporary job openings under these circumstances to a packer crew, the qualified employee with the lowest seniority shall be assigned, provided no senior employee present at the time of assignment wants the job. Upon the completion of such sixty (60) days, or immediately, if the leave is originally for more than sixty (60) days of work, the job shall be posted in accordance with Section 1 of this Article as a temporary opening. Employees' who return from such a leave, etc., shall return to their permanent job and the employees, or any of them, holding temporary bid jobs shall be returned to their permanent jobs, provided such remain available. If not available such employees may exercise their seniority to attain a job in line with such seniority.

Section 9. Employees temporarily transferred to a higher-paying job classification for two (2) hours or more, shall receive the appropriate corresponding step of the higher-paying classification for the hours worked on the shift in said higher-paying classification.

## **ARTICLE XII - NEW JOBS**

If a new classification is created or an existing classification is changed to the extent that materially different skills and responsibilities are required, the Union will be notified and a temporary rate may be established by the City for a period not to exceed sixty

(60) days of work. During this period, the City and the Union shall bargain on the rate of the new classification, which upon settlement shall be retroactive to the date the job was filled.

If no agreement has been reached at the end of such sixty (60) days of work, the matter shall be processed through the grievance Procedure starting at Step Three. Such newly-created or revised classification shall be posted in accordance with Article XI, Section 1.

### **ARTICLE XIII - HOURS OF WORK**

Section 1. The normal workweek shall start at 12:01 a.m. on Monday of each week for all departments except for the Water Treatment and Waste Water Plants. The normal workweek for these plants shall start at 12:01 a.m. on Sunday or 11:00 p.m. on Saturday of each week. The normal workweek for each department shall be as follows:

(a) Waste-Water Plant -

First Shift Begins on Tuesday, ends on Sunday, 6 days: 7 a.m. to 3 p.m. - Days Off Monday and Tuesday - 3 Days

Second Shift Begins on Wednesday, ends on Tuesday, 7 days: 3 p.m. to 11 p.m. - Days Off - Wednesday and Thursday - 2 Days.

Third Shift Begins on Friday (Thursday night); ends on Thursday, 7 days: 11 p.m. to 7 a.m. - Days Off - Friday, Saturday and Sunday - 5 Days, including Monday.

Monday following the third shift shall be included as the swing shift operator's day off. If Monday is a holiday, the operator shall have the option of working the holiday with Tuesday being the operator's day off, or not working Monday, the holiday. The operator must notify supervision in writing one week prior to the holiday of their option.

Day persons working the day shift shall work from 7:00 a.m. to 3:30 p.m. five (5) days per week including one-half (1/2) hour, off for a lunch period or such other equivalent schedule be assigned. The workday shall be eight (8) hours except in cases of emergency.

(b) Water Treatment Plant -

First Shift -- 6 days on, Saturday thru Thursday, 7 a.m. - 3 p.m. - Days Off - 4-2/3 days.

Third Shift -- 7 days on, Tuesday thru Monday, 11 p.m. - 7 a.m. - Days Off - 2-1/3 days.

Second Shift -- 7 days on, Thursday thru Wed., 3 p.m. - 11 p.m. - Days Off - 2-1/3 days.

The day shift operator shall have option to have Friday off in addition to making a total of four and two-thirds (4-2/3) days off. If a holiday falls on Friday, Thursday will be the day off, if option is not being implemented by choice of operator. Day persons working the day straight shift shall work from 7:00 a.m. to 3:30 p.m. five (5) days per week including one-half (1/2) hour off for a lunch period of such other equivalent schedule as assigned. The workday shall be eight (8) hours except in cases of overtime. If holiday falls on Friday for day shift, swing shift operator can work Thursday or Friday.

- (c) D.P.W., including Streets, Parks, Forestry, and Cemeteries - Forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days per week. The normally scheduled shift shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday.
- (d) Water (Maintenance and Construction and Sewer Crew) - Forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days per week. The normally scheduled shift shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday.
- (e) Since a major purpose of the maintenance relief operator classification is to fill in for the regular operators when they are on vacation or absent, it is understood that the City shall have the right to change a relief operator's assignment (including shift and day off), when necessary, to cover scheduled absences (as well as training of new employees) of regular operators in order to avoid overtime. It is understood that "scheduled absences" refer to absences relating to scheduled vacations, leaves of absence and the like where at least 24 hours advance notice is involved.

In the event it is necessary to call a relief operator to fill in for an unscheduled absence (i.e., an employee calls in ill), the relief operators schedule will not be changed to avoid overtime (although it may be changed to avoid 16 consecutive hours in the case of a call-in for a third shift operator).

In the event the relief operator's schedule is changed to avoid 16 consecutive hours in the case of a call-in for a third shift operator, the City will pay the relief operator time and one-half for the hours worked on the call-in.

Section 2. When employees are called in to perform an emergency service, they shall be paid a rate equal to one and one-half (1-1/2) times their regular pay rate for all time worked prior to the start of their regularly scheduled shift or when called back after completion of their shift up to the start of their regularly-scheduled shift. All employees called-in to perform an emergency service shall be paid for a minimum period of two (2) hours.

Section 3. Employees, unless otherwise notified by the City, who report for work on their regularly assigned shift and are informed by the City that work is not available for

such employees, shall receive not less than four (4) hours pay at their regular, straight-time hourly rate, provided, however, that such employees shall be required to do any work assigned to them during said period. Notification by the City not to work may be verbal. In order to qualify for this benefit, employees who have been absent for any reason for an indefinite period must notify their supervisor by 3:00 p.m. the work day previous to the day they plan to return to work.

Section 4. Employees who have been ill for more than three (3) days or who have been absent for an indefinite period for any other reason must notify their supervisor by 3 p.m. the workday previous to the day they plan to return to work. If they fail to do so, the City will not be obligated to put them to work.

#### **ARTICLE XIV - OVERTIME**

Section 1. Employees will be paid one and one-half (1-1/2) times their hourly rate in the following instances:

- (a) Time worked in excess of eight (8) hours in any one day.
- (b) Time worked in excess of forty (40) hours in any one workweek.

Section 2. All hours paid for by the City for work performed within the unit, shall be included as time worked for the purpose of computing overtime hours.

Section 3. Employees who work shift or daily overtime will be paid overtime in multiples of one-tenth (1/10) of an hour or each six (6) minutes worked, or fraction thereof.

Section 4. There shall be no duplication of overtime for the same hours worked.

Section 5. Time paid for vacation, Sick leave, or special leave will be included as time worked for purposes of computing weekly overtime.

Section 6. The following provisions shall govern overtime assignments for the Water Departmental Plant Operators and Relief Operators and Waste-Water Treatment Plant Operators and Relief Operators in their respective departments.

- (a) Assignments which result in working consecutive shifts will be avoided if possible.
- (b) Relief Operators will be called, by seniority, senior Relief Operator first, whose assignment will not result in working consecutive shifts.
- (c) Relief Operators will be called by seniority, senior Relief Operator first, where consecutive shifts will result.

- (d) Operators who are not scheduled to work will be called by seniority, senior operator first, whose assignment will not result in working consecutive shifts.
- (e) Operator by seniority will be called where consecutive shifts will result.
- (f) If either a Relief Operator or regular operator is available to work, the previous shift will be held over to work the shift in question.

The following provisions shall govern overtime assignments for all other employees:

All overtime including Saturdays, Sundays and holidays will be assigned by classification and department with the highest seniority employee in the classification and department where the overtime is to be worked being given the first opportunity to work except that in the case of daily overtime opportunities, overtime will continue to be offered first to the employee who worked on the job that day.

## **ARTICLE XV - ATTENDANCE**

Section 1. Employees are expected to be regular in their attendance and to observe the working hours established.

Section 2. All employees absent without authorized leave, or who report late on any given shift, shall be penalized by way of a pay deduction in multiples of one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof, for each day or portion of a day. A four (4) minute grace period from normal starting time to punch in will be allowed for pay purposes only.

Section 3. Habitual tardiness may be cause for disciplinary action, up to and including, discharge.

Section 4. Arrangements for time off must be made in advance. If, for some legitimate reason, employees are unable to report for work at the established time set by the City for their particular shift to begin, the supervisor on duty shall be notified at least one (1) hour before hand in the case of the plant operators at the Waste-Water and Water Treatment Plants, thirty (30) minutes prior to the start of the shift for other plant employees, and thirty (30) minutes prior to the start of their shift in the case of all employees, unless physically impossible. Failures to do so may result in disciplinary action up to and including discharge. If the supervisor is not on duty, employees shall leave a message with their supervisor at home or on their supervisor's cell phone. The employee shall indicate the reason for the absence (e.g., nature of illness) and anticipated date of return.

Section 5. A continuing balance of each employee's vacation leave, S. & A.D.B., etc., will be kept on the employee's personnel record. A copy will be available in the Foreman's Office for review on a monthly basis.

**ARTICLE XVI - VACATION**

Section 1. All regular full-time seniority employees shall receive vacation with pay in accordance with the following schedule, subject to the terms and conditions set forth below:

<b>Years of Seniority</b>	<b>Days Paid Vacation</b>
Employees having less than 2 Years	10 Days
2 Years but less than 8 Years	12 Days
8 Years but less than 10 Years	13 Days
10 Years but less than 15 Years	15 Days
15 Years but less than 20 Years	18 Days
20 Years or More	20 Days

All permanent employees shall earn 1/12 of their annual vacation for each month of the previous calendar year that the employee worked at least one day for the City. A day will be defined as eight (8) hours. Vacation shall accrue on January 1st of each year.

Section 2. All vacations shall be approved by the department head or his designee, following a request by employees to take their vacation at a specific time, consistent with efficient department operations and the availability of relief personnel. Vacation time must be approved prior to the end of the work day preceding the date of the vacation time. Swing shift operators shall have the right to vacation on any shift.

Section 3. Employees who have less than one (1) year of service may be granted a pro-rated vacation during their first year of employment by the department head.

Section 4. Vacation may be accumulated up to six (6) weeks, but the granting of more than two (2) consecutive weeks of vacation is at the discretion of the department head, subject to the approval of the City Administrator.

Section 5. Vacation payment will be made on the first payday prior to the commencement of the vacation provided one (1) week's written notice is given to the supervisor on forms provided by the City.

Section 6. Personnel leaving the employ of the City are entitled to receive reimbursement for accumulated vacation, pro-rated for the length of employment; except if any of the following applies:

- (a) If employees separate themselves from the City by reason of absence without leave.

- (b) If an employee fails to give at least two (2) weeks' notice in advance of termination date.
- (c) If a probationary employee leaves the employ of the City before completing the probationary period.
- (d) Upon the death of an employee, any vacation time which has been accrued shall be pro-rated and paid to the estate or surviving spouse.
- (e) Employees who are discharged and not reinstated shall not receive prorated vacation for the year in which they are discharged.

The total amount of vacation days that can be included in an employee's FAC during his/her last year of employment is 40 days.

Section 7. A paid vacation day, a paid sick leave day and a paid day on special leave will be considered as time worked for purposes of Section 1, above.

Section 8. If two (2) or more employees request permission to take their vacation at the same time, as among those who made their requests for vacation time off prior to March 31st of the year, preference shall be given to the employee with the greater amount of seniority. Vacation schedules, indicating approval or denial, will be available for inspection by April 15th. As among those who do not make their wishes known prior to March 31st of any year, preference shall be given in order of receipt by the employer of the written requests for vacation time off. Under normal circumstances, employees requesting vacation time off after March 31st will be notified as to whether or not the request has been approved within two weeks following receipt of the written request.

## **ARTICLE XVII - HOLIDAYS**

Section 1. All regular, full-time seniority employees covered by the Agreement, shall receive holiday pay for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday may fall (except in the case of seven (7) day operations which are as provided below), at the rate of eight (8) hours of pay:

HOLIDAY	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
Memorial Day	May 25	May 31	May 30	May 28
Independence Day	July 3	July 5	July 4	July 4
Labor Day	September 7	September 6	September 5	September 3
Thanksgiving	November 26	November 25	November 24	November 22
Day after Thanksgiving	November 27	November 26	November 25	November 23
Christmas Eve	December 24	December 24	December 23	December 24
Christmas Day	December 25	December 27	December 26	December 25
New Year's Eve	December 31	December 31	December 30	December 31
New Year's Day	January 1, 2010	January 3, 2011	January 2, 2012	January 1, 2013

Eligible employees shall also have three (3) paid personal holidays as paid holidays, provided that said days shall be subject to approval of the employee's immediate supervisor with five (5) workdays notice where possible.

For employees in seven (7) day operations, the Christmas and New Year holidays (i.e., Christmas Eve, Christmas Day, New Year's Eve and New Year's Day) shall be observed on the actual date for each such holiday (i.e., December 24th, December 25th, December 31st and January 1st). At the request of the Union, the City will allow an employee to use a personal holiday to celebrate Martin Luther King Day on the official state holiday, provided adequate staffing is maintained.

Section 2. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period.

Section 3. All work performed on any of the above named holidays shall be paid for at one and one-half (1-1/2) times the regular rate plus the holiday pay.

Section 4. To be entitled to pay for the above days, employees must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday. They shall, however, not be disqualified should injury, illness or death in the family or unforeseen circumstances make it impossible to notify in advance, in which case, employees must show proof, satisfactory to the Employer, that the absence was unavoidable. In the case of a disciplinary suspension, an employee will not lose holiday

pay because of the suspension unless the holiday(s) in question is included as one of the consecutive days of suspension.

Section 5. Time paid on vacation, paid sick leave days, and paid time on special leave will be considered as time worked for purposes of determining eligibility for holiday pay under Section 4 above. An employee who goes on a leave without pay because of illness or injury comparable under workers' compensation in the week of the holiday, or returns from a leave without pay in the week of the holiday shall qualify for holiday pay that week.

### **ARTICLE XVIII – SICK LEAVE**

Section 1. Regular, full-time seniority employees will earn sick leave days at the rate of five (5) days per calendar year (pro-rated monthly) for each month the employee worked at least one day for the City, to a maximum of twenty-five (25) days. A day will be defined as eight (8) hours. In no case will sick days accumulate beyond twenty-five (25) nor will there be any payoff of unused sick leave except as provided in Paragraphs (a) and (b) below.

- (a) Effective January 1, 2007, an employee who has accumulated more than his/her maximum sick leave days on December 31st of a calendar year shall be paid for the additional days over and above twenty-five (25) in the calendar year, in the last pay period in January based on the percentage of the number of days over twenty-five (25) (as shown in the chart below) times the employee's straight-time hourly rate in effect on December 31st of the calendar year. Said payment shall be made in the last pay period in January. Said payment shall not be part of the employee's final average compensation.

<u>Years of Seniority</u>	<u>Percentage of Days Over 25</u>
Less than 15 Years	50%
15 Years but less than 20 years	75%
20 Years or more	100%

- (b) In addition, an employee who retires and draws a pension under the MERS Pension Plan shall be entitled to be paid for 50% of his/her unused, earned accumulated sick leave days at his/her straight-time hourly rate in effect on his/her last day worked. Unused accumulated sick leave shall also be paid to a deceased employee's estate based on 50% of the earned, unused sick leave times the employee's straight-time hourly rate in effect on the employee's last day worked.

Section 2. Employees injured on the job which require hospitalization or which requires the employee's absence from work for more than five (5) consecutive work days shall be permitted full pay less authorized deductions, less deductions required by law, and less any Workers' Compensation received without the use of their accumulated sick leave days for the first two (2) weeks. After that period, unless the

employee notifies the City in writing to the contrary, the City will provide full pay less authorized deductions, less deductions required by law and less any Workers' Compensation received, and his reserved sick leave days will be reduced in proportion to the payment by the City. Upon the request of the City, the employee must furnish evidence satisfactory to the City in respect to any Workers' Compensation received, and shall compensate the City for any sum received by compensation or otherwise in excess of the formula set forth herein. An employee will not be eligible for the full two (2) week's pay on any recurrence of the same injury within a calendar year.

Section 3. The City shall have the right to request a doctor's certificate from any employee who requests or has used sick leave days. If the City shall request a doctor's certificate and no certificate is furnished, then sick leave days will not be granted for that period and the employee shall not be paid for that period. Employees must notify their supervisor in accordance with Section 4 (Article XV - Attendance) that they will be absent in order to be eligible to use sick leave days. Employees who use up their entire accumulation of sick leave days shall draw upon their accumulated vacation time, after which the employee will be carried as on leave without pay. A doctor's statement may only be required during the first five (5) days of using sick leave days if the City has reasonable cause to believe there is a concerted abuse of sick time.

Section 4. Employees who have used five (5) or more of their annual sick leave days during a calendar year shall be required to submit a doctor's certificate for each subsequent absence that calendar year or sick leave days will not be granted for that absence. No doctor's certificate will be required of employees during the first five (5) days use of sick leave days each year.

Exceptions for purposes of computing the five (5) day use rule are:

- (a) Time lost due to job injury.
- (b) Time lost due to major illness or injury requiring hospitalization.

Section 5. An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick leave days for absences arising out of such injury, nor shall he receive any Workers' Compensation benefits or supplementation from the City.

Section 6. In case of disability, due to willful misconduct, no right to benefits hereunder shall exist.

Section 7. The purpose of sick leave days is to insure an employee's income during the period when the employee is unable to work due to the employee's illness or injury, therefore, on termination of employment with the City, all benefits under this Section are null and void and the employee will not be reimbursed for any accumulated sick leave days except as provided in Section 3 of this Article.

Section 8. A paid vacation day, a paid sick leave day and a paid day on a special leave will be considered as time worked for purposes of Section 1, above.

## **ARTICLE XIX - SPECIAL LEAVE**

Management may grant leaves for special circumstances.

Section 1. Leave with no loss in pay will be granted while employees attend conferences or training sessions which have been approved by the City Administrator and are mutually beneficial to the City and to the Employee, provided, however, the City shall continue to make every effort (short of creating an overtime situation) to schedule third shift plant operators for the first or second shift so they will not have to work on the third shift the night before they are to take a test of examination for their license.

Section 2. In the event of a death in an employee's immediate family, the City provides up to 3 days of paid bereavement leave. Immediate family includes spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister or the spouses of any of them, brother-in-law, sister-in-law and includes all such relationships established by marriage (i.e. "step", "in-law") or arising from adoption or other legal arrangement such as guardianship. In addition, 1 day of paid leave will be provided for the death of maternal and paternal aunts, uncles, nieces and nephews.

Time paid on funeral leave shall be included as time worked for the purpose of computing weekly overtime.

An employee may use accrued paid time off to extend bereavement leaves or to attend funeral services for individuals not covered within this policy, or an employee may request an unpaid day(s) in the event their time banks are exhausted.

In special circumstances, the City Administrator may grant additional bereavement leave with or without pay.

Section 3. For Employees who serve on a jury, the City will reimburse them the difference between their jury fees and their regular wage actually lost, provided they must report to work on their regularly scheduled day to work when released from Court duty.

Section 4. Employees who are elected or appointed delegates to attend Union conventions and conferences will be granted leave without pay to attend, provided reasonable advance notice is furnished to the City, providing it will not adversely interfere with providing services to the public.

Section 5. The City may, at its discretion, grant a temporary written leave of absence for personal reasons, other than covered under FMLA, without pay or fringe benefits and without loss of seniority, to seniority employees for periods up to thirty (30)

calendar days. Such a leave may be extended upon written approval of the City for an additional period not to exceed thirty (30) days. Requests for a personal leave must be in writing and filed with employee's Department Director. It must be approved by the Department Director and the City Administrator.

Section 6. Military Leave.

- (a) An employee shall be granted a military leave of absence without pay or fringe benefits for service as required under Federal Law for time spent in active service in the Armed Forces of the United States. The period of such leave shall be determined in accordance with applicable Federal Laws in effect during such military leave. Employees shall be entitled to reinstatement from such military leave in accordance with and subject to conditions outlined in the Federal Laws applicable at the time.
- (b) Employees who are members of an Armed Forces Reserve unit and who are required to take a two-week training program in the summer may continue to make arrangements to take a leave in accordance with present practice.

**ARTICLE XX - FAMILY AND MEDICAL LEAVE ACT**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended; a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;" or
- (d) The employee is unable to perform the essential job functions because of a "serious health condition." or
- (e) To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation; or
- (f) To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment,

recuperation, or therapy; or is in outpatient status; or is on the temporary disability retirement list.

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is generally eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. Continuation of medical, life and dental benefits and the right to job restoration under the FMLA ceases when an employee has used the maximum workweeks of FMLA leave in the twelve (12) month period.

For leaves of the type described in (f) above, an employee is eligible for up to twenty-six (26) workweeks in a single twelve (12) month period. With respect to such leave, the City will compute the 12-month period using the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins. Other forms of FMLA leave already taken will be deducted from the 26 weeks of available leave.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave (WH-380-E or WH-380-F). The City will pay any deductible or co-pay costs for said second opinion.

An Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

- (a) The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- (b) The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave is to be restored to the position he left, or to an equivalent position.

An employee requesting an FMLA leave must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an employee's medical, life and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

## **ARTICLE XXI - LEAVE WITHOUT PAY**

An employee taking a leave without pay shall have all fringe benefits frozen as of the start of said leave, provided, however, in the case of an employee on a compensable workers' compensation injury or illness, the employee shall accrue vacation and sick time for a period of six (6) months from his/her last day worked, provided the accumulated vacation/sick time will only be credited to the employee if the employee returns to work for a period of fourteen (14) days. The fourteen (14) day provision will be waived in the case of retirement.

For employees on leave because of being disabled by sickness or injury, whether or not compensable under workers' compensation, the City shall continue to pay the City's portion of the premiums on the group health and life policies, pursuant to the extent permitted by Blue Cross and the Life Insurance carrier, for one (1) month for each year of the employee's seniority to a maximum of one (1) year, except as otherwise provided under FMLA.

The employee's seniority shall continue during the leave. A leave because of being disabled by sickness or injury shall not be granted for more than one (1) year. An extension of the leave may be requested pursuant to the provisions of the Personnel Rules.

Leave without pay in case of emergency may be granted by the Department Head, subject to the approval of the City Administrator.

## **ARTICLE XXII - SUSPENSION OF LEAVES**

The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the City.

## **ARTICLE XXIII - INSURANCE**

Section 1. Life Insurance. Effective July 1, 2006, for the life of this Agreement, the City shall continue to pay the premiums to provide life insurance in the amount of one times salary, containing a clause providing double indemnity in the in the event of accidental death for regular full-time employees upon the next day following the completion of their probationary period. Salary shall be determined as of January 1st of each year by multiplying the employee's straight-time hourly rate (see Schedule A, Section 1) in effect on December 31st of the previous year by 2,080.

Section 2. Health Insurance.

(a) Effective immediately, the following standardized fringe benefits program will be put into place:

- Increase office visit co-pay from \$10 to \$30
- Add a \$30 co-pay for chiropractic visits
- Increase emergency room visit co-pay from \$25 to \$50
- Provide first dollar routine mammography coverage at 100%, with no co-pay
- Increase prescription drug co-pay for 90-day mail order or retail from one to two times
- The City agrees to pay the premium to provide Community Blue Option 12 with the City reimbursing through a Health Reimbursement Arrangement all deductibles to the level of the Community Blue 10, with the exception that coinsurance levels would be 80/20 (\$30.00 OV co-pay on chiropractic, MH 50%, \$50 ER, \$10/40 RX with oral contraceptives, 2x MOPD, routine mammography paid at 100%).
- Dental coverage amount to remain at \$800, and increased coverage for preventative services at 90%. Employee premium costs would be \$2 per month single, \$4 per month 2-person, and \$5 per month family.
- Restructure employee premium contribution as of February 1, 2010. Single contribution would be \$40, 2-person rate would be \$50, and family contribution would be \$60.
- If premiums increase or the city imposes healthcare changes for non-union employees, it is agreed that the union would accept such changes or pay the difference in premium between their current plan and the newly imposed city plan. The city will honor any cost sharing arrangement given to non-union employees with regard to increases in premium. In other words, the union would mirror non-union employees regarding healthcare changes or increases in employee premiums.

- (b) Establishment of Healthcare Advisory Committee for 2-year trial period Beginning January 1, 2010 with the following guidelines:
- The committee will be made up of the following representatives: HR Director, Finance Director, 2 Department Head representatives, 1 member of each of the 4 bargaining units, and 1 non-union, non-management representative. Establishment of such committee is contingent upon agreement from the other labor groups.
  - Working in an advisory capacity exclusively with the City's Health Care Consultant (in compliance with Resolution R07-104 dated June 18, 2007), the charge of the Health Care Advisory Committee is to evaluate and monitor the City's array of employee health care benefits, including hospitalization and medical insurance, pharmaceuticals, AD&D, dental insurance, vision coverage, life insurance and long- and short-term disability insurance, for the purpose of developing recommended short and long-term healthcare cost containment strategies that provide quality employee benefits at the most economical price.
  - It will be the responsibility of the committee to make recommendations for proposed benefit changes for the upcoming fiscal year no later than March 31<sup>st</sup> each year.
- (c) Regular, full-time employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$100 per monthly billing period for any billing period during which hospitalization insurance was not provided for the employees by the City under the conditions herein set forth.
- (1) Said payment shall be made as an adjustment to a regular paycheck and only those employees who are entitled to a regular paycheck the first pay period in December shall be entitled to the payment in lieu of insurance.
  - (2) Said payment shall be for the twelve (12) calendar billing periods each year.
- (d) In the event an employee is eligible for the City health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within 30 days from loss of coverage.)

Section 3. Dental Insurance. For the life of this Agreement, the City will pay the premiums to provide a dental plan for regular full-time employees with one (1) or more years of seniority who enroll in the program.

The dental plan will cover typical diagnosis, preventative, restorative, endodontic, predontic and oral surgery services at a 75% co-pay rate and prosthodontic services (bridges, partials, and dentures) at a 50% co-pay basis with an annual dollar limit of \$600 per person as outlined in the agreement with the carrier. Coverage shall become effective the same as S&A insurance outlined in Paragraph 4 below. Effective January 1, 2007, said \$600 calendar year maximum shall be increased to \$800.

Section 4. Sickness and Accident Benefits. For the life of this Agreement, effective July 1, 2006, for employees going on S&A after said date, the S&A benefit shall be sixty percent (60%) of the employee's base straight-time pay in effect on the employee's last day of work, not to exceed a weekly benefit of \$450. The City will pay the premiums to provide a group Sickness and Accident Plan for regular, full-time seniority employees. Said Plan shall provide for the first day of hospitalization and accident and the eighth day of illness for a maximum of 26 weeks as outlined in the Agreement with the carrier.

Coverage shall begin on the first of the month following completion of the probationary period provided if the employee is off from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment. Said coverage shall be discontinued as provided in Paragraph 5 below except in the case of layoff or retirement, it shall be discontinued immediately. An employee shall not be eligible to receive a weekly S&A benefit while on a disciplinary suspension.

Section 5. Except as provided in Article XXI, Leave Without Pay, Article XXIII, Retirement, Section 4, or Article XX, FMLA, coverage provided above shall be discontinued immediately when an employee quits, or is discharged, and shall be continued to the end of the month when an eligible employee is laid off, retires or goes on a leave, subject to applicable COBRA Regulations. Details concerning coverage under COBRA may be obtained from the City's Human Resources Department.

Section 6. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select or change the carrier, or to become self-insured. In the event the City becomes self-insured or changes carriers, comparable benefits will be provided. Furthermore, the City's right to become self-insured for hospitalization-medical purposes is subject to the requirement that said self-insurance applies equally to all other City employees.

Section 7. All insurances under this article shall be effective the first of the month following completion of the applicable required waiting period for eligible employees who enroll in the plan(s).

## **ARTICLE XXIV - RETIREMENT**

Section 1. Effective October 1, 2006, all employees, excluding temporary employees, shall be members of the Michigan Employees Retirement System B-3 Plan with the F-55-25 and FAC of 3 riders, and shall remain members of the system for the duration of this Agreement.

Section 2. The employee's contribution to the Pension Plan shall be three percent (3%) of the employee's annual compensation as defined in the Plan. In lieu of a retiree health savings plan offered by the City, all pension costs greater than the amounts provided above shall be paid by the City.

Section 3. Mandatory retirement shall be at age 70, provided, if mandatory retirement at age 65 again becomes lawful, the parties agree to amend this Section to provide for mandatory retirement at age 65.

Section 4. Employees retiring from the City and drawing a pension under Section 1 above shall be allowed to continue to participate in the City's group health insurance provided the employee pays the full cost of said insurance on a monthly basis, at the time and in the manner specified by the City. Said coverage may be continued until the employee reaches 65 or becomes eligible for Medicare, whichever comes sooner.

Employees reaching age 65 and drawing a pension under Section 1 above, shall be allowed to participate in the City's Supplemental Group Health Insurance Plan provided, the retired employee pays the cost of said insurance on a monthly basis (i.e., upon initial retirement, the employee will pay two month's premiums, then monthly thereafter) at the time and in the manner specified by the City.

## **ARTICLE XXV - WORKERS' COMPENSATION**

The City carries insurance which covers all employees in job-connected injuries and illnesses.

## **ARTICLE XXVI - BULLETIN BOARD**

The City agrees to furnish bulletin board spaces for the use of the Union. The space allocated to the Union shall be used only for notices of Union meetings, Union elections, and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the Department Head

before being posted. Union officials shall be responsible for all notices posted on the boards.

## **ARTICLE XXVII - SAFETY AND SANITARY CONDITIONS**

Section 1. Safety rules and regulations issued by the City, State and Federal Governments for the health and safety of employees and the public shall be strictly adhered to. The Union and the City shall cooperate in enforcing all such measures.

Section 2. The City shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees.

Section 3. The employees shall use and make every effort to preserve the devices and equipment provided for their safety and shall observe the rules and practices applicable to the work. The City shall likewise make every effort to demonstrate the use of safety equipment where necessary.

Section 4. Two (2) Union officials, one (1) from the Plants and Sewer area and one (1) from the DPW-Parks and Forestry area, shall be designated as Union Safety Representatives to attend the City Safety Committee meetings. Employees should report any practice, condition, or fire hazard to their immediate supervisor. If the matter is not resolved, the employee may file a complaint with the Safety Committee member from his department or area and the matter will be referred to the City Safety Committee.

Should the subject matter not be resolved in this manner within a reasonable time, the matter may be referred to the Grievance Procedure.

## **ARTICLE XXVIII - PAY PERIOD**

Section 1. All employees are to be paid by check every week. Checks will be distributed by the Department Head or his representatives on Fridays. The City will make a good faith effort to have pay checks available by 11:15 a.m.

Section 2. Employees working on the second shift Thursday night or the third shift Friday morning will receive their weekly paycheck by the end of their respective shift. Employees working on Thursday and scheduled to be off the following Friday, will be able to obtain their paycheck at the conclusion of their shift.

Section 3. It is understood that lawful deductions are double 40 hours for one (1) week and triple for two (2) weeks.

Deductions for credit union savings may be made weekly if requested in writing by the employee.

Notice will be posted in advance of the dates that union dues will be deducted.

## **ARTICLE XXIX - WAGE AND SALARY SCHEDULE**

Section 1. The Wage and Salary Schedules are set forth in Schedule "A," attached hereto.

- (a) Effective at ratification, employees in the bargaining unit will receive a 1% rate increase to continue throughout the life of the contract. During this period, any cost-of-living increases given to non-union employees will also be awarded to TPOAM employees.  
Base pay shall be determined by multiplying the employee's straight-time hourly rate set forth in Schedule "A", Section 1, times 2080.
- (b) Beginning October 1, 2010, the pay cycle will change from weekly to bi-weekly.
- (c) Throughout the life of the contract, the City will have the right to impose up to two (2) furlough days in addition to the existing right to layoffs.

Section 2. When the refuse packer is operated by one employee, the employee shall be paid the corresponding step of the PSE III-B rate for all hours worked on said refuse packer. When two employees are assigned to said job, employees shall receive their current rate of pay.

Employees assigned to operate the front-end loader, or the back hoe in the street right-of-way, for two (2) hours or more will be paid at the corresponding step of the PSE IV rate for all hours worked on said back hoe/loader on that shift.

Section 3. License Premium. License premiums shall be as follows:

S-4 / F-4 / D	\$ 500
S-3 / F-3 / C	\$1000
S-2 / F-2 / B	\$1250
S-1 / F-1 / A	\$1500

- (a) The license premium shall be paid annually the first pay day in December. It is understood that the license premiums for the Water Plant (i.e., F1, 2, 3, or 4) apply to Water Plant employees only and the Waste-Water Plant licenses (i.e., A, B, C, or D) apply to Waste-Water employees only. The license premiums for the water distribution crew apply to distribution crew employees only. Anyone becoming part of the water distribution crew after September 23, 1996, must have an S-4 license within one (1) year.
- (b) Any employee having a license(s) who leaves during the year, including leaving the classification, and is not a regular employee as of the first pay period in December shall not receive any part of the premium pay.

- (c) Any employee qualifying for and receiving a license during the year shall have the license premium pro-rated from the date of examination to the first pay period in December.
- (d) A retiring employee shall not be under provisions of Section 3(b) of License Premiums and shall receive any earned License Premium pro-rated to the date of his retirement on a calendar year basis.
- (e) It is understood that the license premium only applies while the employee with the license is working in the classification of plant operator, maintenance relief operator, mechanic-plant maintenance, or on the water distribution crew.

Section 4. All employees in PSE II, III A & B, the Mechanic at the Garage and IV, must have a valid CDL license. The City will pay the cost of the renewal of an employee's CDL license and when such license is necessary in order to be awarded a job bid. The City shall also continue to pay the cost of the pesticide certification (per present practice).

In the event an employee's CDL is suspended for sixty (60) days or less, or in the event an employee's driver's license is suspended in case of those employees who are not required to have a CDL, but are required to operate City vehicles, the employee will be transferred to PSE I for the length of his/her license suspension, and will work as assigned by supervision. In the event the first suspension is more than sixty (60) days, the employee will be transferred to PSE I for the first sixty (60) days and thereafter the employee will be suspended without pay until his/her CDL License (or driver's license) is reinstated. In the event of a second suspension of the employee's CDL (or driver's license), the employee will be suspended without pay until his/her CDL (or driver's license) is reinstated. In the event of a third suspension of the employee's CDL (or driver's license), the employee will be terminated.

The city agrees to pay 100% of the cost of required MDOT physical for those who are required to maintain a CDL as a requirement of their job classification. The city will have sole discretion in determining where employees obtain such physical exam. In the event an employee chooses to seek such exam from an alternative provider, the city will reimburse the employee up to the amount charged by our provider.

Section 5. The City shall have the right to require up to two state licenses for the mechanic position. The mechanic pay rate shall be the same as plant mechanic.

Section 6. The certified Pool Operator will receive PSE IV wages from the third Monday in May and ending on the third Sunday in September. The remainder of the year the Operator will continue to receive PSE III-A wages, provided, in the event the City reopens an ice rink, the Pool Operator must also obtain a refrigeration license, and

upon obtaining the refrigeration license, the employee will be paid PSE IV wages for the entire year (as long as the ice rink continues to be maintained).

Section 7. In the event the City elects not to fill a vacancy in the mechanic position, the City will reclassify the "Maintenance Relief Operator" at the Water Plant as Mechanic/Relief Operator at the mechanic pay level, with the understanding that when the employee fills in for the Plant Operator, the employee shall receive the Plant Operator rate.

### **ARTICLE XXX - UNIFORMS**

The existing practice in effect on July 1, 1975 with respect to uniforms shall be continued when employees complete their probationary period, they shall receive their uniforms. Uniforms will be submitted for bid by April 1st of each year bids are to be taken.

The City will continue to assist employees in the selection of sizes. In the event a uniform does not fit properly due to varying manufacturer's sizes, the City will make every effort to obtain the correct size.

The city agrees to provide a \$300 clothing allowance per employee which will include work boots. Each year, the purchasing department, a management representative from each department, and 2 union representatives will meet to compile a list of catalog approved items from which the city will purchase uniforms. The vendor from which uniforms are purchased will be at the sole discretion of the city. Employees will have the option to purchase boots from the vendor of their choice.

### **ARTICLE XXXI - REST PERIODS**

There shall be one (1) ten (10) minute coffee break granted during the first four (4) hours of each shift. Employees on job-site assignments shall be granted five (5) minutes travel time from the job-site and five (5) minutes travel time returning to the job-site, where necessary.

The present practice, with respect to wash-up time, shall be continued.

### **ARTICLE XXXII - SEPARABILITY**

This Agreement is subject to the laws of the State of Michigan and the United States. In the event any provision of the Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, therefore, such provisions shall be void and inoperative; however, all other provisions of the Agreement, shall, insofar as possible, continue in full force and effect.

### **ARTICLE XXXIII - PHYSICAL EXAMINATIONS**

The City may, at its discretion, require that employee submit to physical and medical tests and examinations by a City-appointed doctor when such tests and examinations are necessary to maintain a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

In the event there is a disagreement between the employee's physician and the City's physician concerning the employee's ability to do the employee's job or return to the employee's job and the employee is refused work or is disciplined, at the written request of the Union, the employee will be referred to a mutually agreeable physician for examination whose decision shall govern the matter. The City and the Union shall share the cost of the third physician. In the event the parties are unable to agree on a mutually agreeable physician, the decision of the City shall be subject to the Grievance Procedure beginning at Step Three of the Grievance Procedure.

### **ARTICLE XXXIV - DURATION**

This Agreement shall become effective on the 5th day of June, 2006, and shall remain in full force and effect to and including the first day of July, 2008, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary hereof. Should either party to the Agreement serve such notice upon the other party, a joint conference of the City and Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

THE CITY OF ADRIAN  
AND

THE TECHNICAL, PROFESSIONAL  
OFFICE WORKERS ASSOCIATION OF  
MICHIGAN-TPOAM

\_\_\_\_\_  
Dane C. Nelson  
City Administrator

\_\_\_\_\_  
Wayne Beerbower  
TPOAM Business Agent

\_\_\_\_\_  
Patricia M. Baker, City Clerk

\_\_\_\_\_  
Dan Wright, Union President

\_\_\_\_\_  
Jack Metternick  
Committee Member

\_\_\_\_\_  
Garry Cleveland  
Committee Member

**CITY OF ADRIAN  
TPOAM  
SCHEDULE "A" - WAGES**

Section 1. Wage Tabulation.

	<b>Start</b>	<b>One Year</b>	<b>Two Years</b>	<b>Three Years</b>
1 P.S.E. I	\$12.664	\$14.913	\$16.136	\$16.620
2 P.S.E. II	\$12.961	\$15.163	\$17.149	\$17.664
3 P.S.E. IIIA	\$14.742	\$15.486	\$17.512	\$18.039
4 P.S.E. IIIB	\$15.129	\$15.871	\$18.161	\$18.706
5 P.S.E. IV	\$15.293	\$16.039	\$18.326	\$18.876
6 Mechanic	\$18.377	\$18.998	\$19.444	\$20.027
7 Plant Operators	\$18.236	\$18.816	\$19.239	\$19.817
8 Maint. Relief Operator	\$18.236	\$18.816	\$19.239	\$19.817
9 Plant Mechanic	\$18.377	\$18.998	\$19.444	\$20.027

Temporary/Seasonal Employees

Entry-level (1) - \$ 7.40 per hour  
 Mid-level (2) - \$ 9.00 per hour  
 Senior-level (3) - \$10.77 per hour

## **CLASSIFICATIONS UNDER TPOAM\***

### **PLANT OPERATOR**

Does rotating shift duties at the Water or Waste-Water Plant. Responsibilities include: routine plant operation and inspection, assigned plant duties and may assist in maintenance. Works under supervision. High school graduate or equivalent. Possess F4 or D license or obtains license one year after qualified to take state certification.

### **PUBLIC SERVICE EMPLOYEE I**

Does manual labor as may be assigned by the supervisor, usually under supervision, and may operate pickup trucks, panel trucks, passenger cars, and trucks up to 15,000 GVW for hauling of tools, equipment and materials as required for the job of laborer.

### **PUBLIC SERVICE EMPLOYEE II**

Operates trucks, tractors with front-end loader (capacity of 1-1/2 cu. yds. or less), small backhoe (under 5/8 cu. yds.), front-end loader (over 1-1/2 cu. yds.) and shall perform such work as may be assigned by the supervisor.

### **PUBLIC SERVICE EMPLOYEE III-A**

Shall be qualified as P.S.E. II and operate a small backhoe (under 5/8 cu. yd), street sweeper, vac-all, and/or employees with special skill. The Sewer Maintenance Crew Rodder will make arrangements to handle and respond to calls to operate the sewer maintenance truck after normal working hours.

Effective the beginning of the pay period on or after ratification, the Chipper Operator shall be reclassified as a PSE III-A.

### **PUBLIC SERVICE EMPLOYEE III-B**

Shall be qualified as P.S.E. II and the employee shall have the primary assignment of operating a one-man packer loader.

### **PUBLIC SERVICE EMPLOYEE IV**

Shall have a demonstrated ability to operate, maintain, and service two or more of the following units: 1) Bulldozer (50 brake horsepower or more); 2) Backhoe or crane (capacity of 5/8 cu.yds, or more); 3) Motor Grader (20,000 lbs. gross weight or more); 4) Front-End Loader (capacity of over 1-1/2 cu.yds.), Tractor-Trailer in excess of 30,000 GVW and/or qualify as a Tree Climber. A Tree Climber shall prune, trim, and remove trees of all sizes and heights, shall be able to properly use and maintain the Hi-Ranger and all other equipment necessary to accomplish the above, must have a valid CDL and certified electrical hazard awareness training and may supervise a tree removal

crew. A P.S.E. IV employee shall have such duties and perform such work as is assigned by the supervisor Tractor Trailer in excess of 30,000 GVW.

The P.S.E. IV schedule of hours at the pool shall be a flexible schedule within a forty-hour workweek as established by the City. The employee will continue to mow around the pool, maintain the filter system for the pool and the refrigeration compressors for the ice rink, as well as remove snow from the ice rink and other duties as assigned. Certification as a pool operator and refrigerator technician is required.

### **MAINTENANCE RELIEF OPERATOR**

Does miscellaneous plant maintenance as required to keep the buildings and grounds in proper condition. Shall assist in plant maintenance as directed by supervisor. Shall be capable of the shift duties required in order that the employee shall fill in for the plant operator as required. High school graduate or equivalent. Possess F4 or D license or obtains license one year after qualified to take state certification.

### **MECHANIC**

Must have broad knowledge, experience and be capable of performing required maintenance and repairs to insure satisfactory operation of City vehicles and shall perform such other work as may be assigned by the supervisor.

### **MECHANIC-PLANT MAINTENANCE**

Does work below journeyman level in several trades in repair and servicing of building and lift-stations machinery and equipment. May do carpentry, plastering and painting work in building repairs; electrician and machinist work; wiring and motor maintenance and repair. High school graduate or equivalent.

\*The job classifications listed herein are not intended to restrict or otherwise limit assignments. The statement of some of the job duties is not intended nor does it constitute a listing of essential job functions.

**LETTER OF UNDERSTANDING**  
(Retyped June 6, 2006)

Dear Mr. Beerbower:

The parties to the Agreement agree that a Department Head may elect not to have a Step Two meeting and give his/her written answer to the grievance if the grievance had been thoroughly discussed by the Step One parties at Step One.

This understanding will be for a one year period subject to yearly cancellation or renewal by the Union serving notice on the City of their intent to cancel or renew at the end of the one (1) year period.

Very truly yours,

Dane Nelson

**LETTER OF UNDERSTANDING**  
(Retyped June 6, 2006)

Dear Mr. Beerbower:

Pursuant to the settlement of Grievance Number 16787 regarding assignments to the Relief Operators, the following Policy Bulletin shall be posted and implemented as soon as possible.

1. The Senior Relief Operator will be given first opportunity to accept a relief assignment. He must elect to accept the relief assignment or refuse it, at the assignment is offered.
2. When the Senior Relief operator refuses a relief assignment, the second Relief Operator will receive the relief assignment.

Very truly yours,

Dane Nelson

**LETTER OF UNDERSTANDING**  
(Revised June 6, 2006)

Dear Mr. Beerbower:

When daylight savings time change takes place, an operator on the short shift (i.e., 7 hours) will be scheduled one additional hour by his supervisor if the operator so requests.

Very truly yours,

Dane Nelson

## **LETTER OF UNDERSTANDING**

Dear Mr. Beerbower:

The following shall serve to confirm our discussion regarding the job titles of certain supervisory personnel. Mr. Dave Collar is a foreman with the title of "Lead Maintenance Mechanic." Mr. James Raper is a Chemist. Mr. Ryan White is a Laboratory Technician. His position was omitted from the MERC certification in error. Mr. William Sadler is the Chief of Maintenance and Operations at the Water Plant. His position was listed as "Plant Chief Operator" in the MERC certification. Mr. Tim Ritchie is the Chief Operator, Water Plant. His position was listed as "Plant Chief Operator" in the MERC certification.

Very truly yours,

Dane Nelson

COLLECTIVE BARGAINING AGREEMENT

*between*

---

CITY OF ADRIAN

*and*

**THE TECHNICAL, PROFESSIONAL  
AND OFFICE WORKERS ASSOCIATION  
OF MICHIGAN-TPOAM**

---

*Effective July 2, 2008  
Expires July 1, 2012*

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