

**LABOR AGREEMENT**

between

**THE CITY OF TAYLOR**

and

**AFSCME, LOCAL 1128, MICHIGAN COUNCIL 25, AFL-CIO**

**July 1, 2006 through June 30, 2010**

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## AGREEMENT

Agreement entered into on this 19 day of December, 2006, between the City of Taylor (hereinafter referred to as the "Employer" or the "City") and AFSCME, Local 1128, of the Michigan Council Number 25, of the International Union of the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

### ARTICLE 1 PREAMBLE

Whereas, the City has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965; and

Whereas, the City has granted recognition, job security, and other rights and privileges under a prior existing Agreement; and

Whereas, the City recognizes the principle that every employee shall maintain continuous employment without any fear of discrimination, particularly to employees exercising their voting privileges and their political freedom; and

Whereas, both parties agree that the contract, policies, and practices of the Employer shall be applied equally and fairly to all employees of the bargaining unit; and

Whereas, both parties desire to continue their friendly cooperation and to improve the job security and economic relationships of all employees covered by this Agreement; and

Whereas, both parties following extensive and deliberate negotiations have reached certain understandings which they desire to put into the form of an Agreement; and

In consideration of the following mutual covenants, it is hereby agreed as follows:

1.1 The City has the responsibility to provide the most efficient and economical service possible to its citizens. The City, the Union, and the employees recognize that the primary purpose of the City is to serve its citizens' needs, understand that the success of the City and the job security of the employees depends on the City's ability to serve its citizens' needs efficiently and satisfactorily, and agree to maintain conditions within the City that are conducive to the delivery of the highest level of service and the highest quality services to the City's citizens, except as provided for by this Agreement.

1.2 The purpose of this Agreement is to set forth the agreed-upon terms and conditions of employment.

ARTICLE 2  
RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in accordance with Act 379 of the Michigan Public Acts of 1965 for the following unit:

2.2 All City Employees, excluding Firemen, Policemen, Elected and Appointed Officials, Confidential Employees, Seasonal, Food and Beverage Employees, Temporary Employees, except as otherwise addressed in this Agreement, Supervisors, as defined in the Act, and other Employees excluded within this Agreement.

ARTICLE 3  
CONFORMITY TO LAW

3.1 This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the City, the Union, and employees in the bargaining unit and in the event that any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, the Union and the Employer shall enter into immediate negotiations on said provisions and reach an Agreement which complies with the law. All other provisions of this Agreement shall continue in effect.

ARTICLE 4  
PLEDGE AGAINST DISCRIMINATION AND COERCION

4.1 Both parties agree that the provisions of this Agreement shall be applied equally to all employees without discrimination or coercion as to age, sex, race, political affiliation or ethnic background.

ARTICLE 5  
UNION MEMBERSHIP

5.1 The City agrees, as a condition of employment, that all eligible City employees shall become members of the Union within one hundred twenty (120) calendar days after their hire, or pay an agency fee equal to the monthly dues. All employees who become members of the Union shall remain members of the Union during the term of this Agreement.

5.2 The City agrees that it shall employ no less than one hundred (100) regular full-time Local 1128 employees. The City further agrees that this provision shall be effective from the date of ratification by the parties and shall remain in full force and effect during

the duration of this Agreement and continue in full force and effect until such time as a subsequent Labor Agreement is negotiated and ratified by both parties. The one hundred (100) will be Local 1128 bargaining unit employees who are on temporary leaves of absence, temporary absences due to on-the-job injuries, voluntary layoffs, and temporarily assigned to a non-bargaining unit position for up to six months. Not counted in the one hundred (100) employees shall be a bargaining unit employee who leaves this unit and remains employed by the City of Taylor in a non-bargaining unit position. Also not counted in the one hundred (100) employees shall be temporary employees as defined in Section 5.5 of this Agreement.

5.3 Failure to join the Union within the prescribed one hundred twenty (120) calendar days from date of hire or pay an agency fee equal to Union dues shall be the basis for immediate discharge. Discharge shall take place immediately upon receipt of a letter from the Union indicating an employee is sixty (60) days in arrears with his or her Union dues or agency fees.

5.4 Probationary Period:

- A. Full time employees shall serve a probationary period of one hundred twenty (120) calendar days from date of hire, during which time they will be termed probationary employees.
- B. Probationary Employees' service with the Employer may be terminated at any time by the Employer, in its sole discretion, and neither the employee so terminated or the Union shall have recourse to the grievance procedure over such termination.
- C. During the initial one hundred twenty (120) calendar day probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement.
- D. In the event a holiday falls within the first one hundred twenty (120) calendar days of employment, said holiday will be paid to the employee upon completion of his/her probationary period.
- E. The City may, at its option, extend the new employee probationary period an additional one hundred twenty (120) calendar days.

5.5 Temporary Employees: The City may hire full or part time temporary employees up to a maximum of forty (40%) percent of the 1128 membership. Temporary employees will be hired at a pay rate to be determined by the City, will not receive benefits provided for through this Agreement, and will be exempt from the provisions of this Labor Agreement. Temporary employees shall be assigned to do work routinely performed by entrance level positions, except in emergency situations.

5.6 Student Co-Op Employees shall work not more than five (5) hours per day, five (5) days per week, Monday through Friday, on days school is in session; and not more than eight (8) hours per day, five (5) days per week, Monday through Friday, on a holiday or during the summer between school years. They shall be certified from the school attended, and a copy of said certification shall be given to the Union within seven (7) calendar days from the date of hire. If a Student Co-Op Employee is continued in employment with the City for sixty (60) calendar days beyond the school year, said employee shall become a temporary employee as defined in Section 5.5. It is understood that the City shall employ not more than ten (10) Student Co-Op Employees at any one time, and not more than one (1) Student Co-Op Employee will be assigned to a given department.

5.7 Seasonal employees shall work not more than one thousand, forty (1,040) hours annually, except those assigned to the golf course, who shall not work more than one thousand, five hundred (1,500) hours annually. Once seasonal employees reach their maximum hours, they shall be separated from employment. Seasonal employees are hired to do work not traditionally done by Local 1128 members.

5.8 Employees mentioned in Sections 5.5, 5.6, and 5.7 shall be exempt from Section 5.1.

5.9 Entrance level positions in the non-clerical area shall be Laborer. Entrance level positions in the clerical area shall be Clerk I.

## ARTICLE 6 UNION DUES AND AGENCY FEE DEDUCTIONS

6.1 The City agrees to deduct from the paycheck of each employee of the City who has signed an authorized payroll deduction card, as provided by the Union: 1) Union dues, or 2) Agency Fees. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the total deduction of all employees shall be sent together with an itemized statement to the AFSCME, Michigan Council Number 25 by the first of the following month after such deductions are made. A copy of said itemized statement shall be provided to the Local Union Treasurer. This authorization shall be irrevocable during the term of this Agreement.

6.2 The City shall, at the Union's request, establish a payroll deduction for the purpose of allowing Union Employees to make regular, voluntary, individual contributions to the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Organization. Employees requesting to have deductions from their wages must provide the City with a written authorization. Said authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. Employees will be limited to one request for deductions per calendar year.

6.3 The City agrees to remit any deductions made pursuant to this provision promptly to the AFSCME, Michigan Council Number 25, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. A copy of said itemized statement shall be provided to the Local Union Treasurer.

ARTICLE 7  
UNION REPRESENTATION

7.1 Stewards:

A. The employees may elect, from among the bargaining unit members on the City's seniority list, stewards and, only for when a steward is absent or is not available, alternate stewards. The Union shall determine the representation areas. There shall be six (6) stewards and six (6) alternate stewards. Notification of the representation areas, stewards, and alternate stewards shall be sent to the City before the steward or alternate steward is allowed to serve as a representative for the designated area. The steward and alternate steward shall be regular employees who work in the representation area.

7.2 After the Employer is notified, one (1) officer and/or steward of the Union shall be allowed to interview members of the Union or investigate grievances without loss of time or pay during normal working hours.

7.3 Grievances shall be investigated and processed immediately and without delay.

7.4 An officer or steward shall be afforded release time to attend live appeals at Council 25 without loss of pay.

7.5 Except as permitted by this Agreement, no employee shall stop working or leave the workstation without City permission. The City will not unreasonably deny permission, and a delay of permission will not extend beyond four hours from the time of the request or, if the request is made within four hours before the end of a shift, beyond the first two hours of the next regularly scheduled shift.

7.6 No chief steward, steward, or alternate steward will be entitled to super seniority, or to any other special privilege or treatment by virtue of his position as a chief steward, a steward or alternate steward.



ARTICLE 8  
UNION ACTIVITIES ON CITY TIME

8.1 The City agrees that during working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to:

- A. Post Union notices authorized by the Local Union or its officers.
- B. Properly accredited representatives of the Union may visit the City's facility during any reasonable hours of employment for the purpose of interviewing Union members, investigating grievances, or assisting the City in the adjustment of grievances. Advance permission, if possible, for any visit must be obtained from the City's Human Resources Director or designee. The Union representative must notify the Human Resources Director or designee, upon arrival at the facility, and that any visit will not interfere with the orderly and efficient operation of the City. The request for advance permission shall include the name of the employee to be interviewed and the approximate time away from the job. The City shall not unreasonably withhold permission.

8.2 Union Conventions and Conferences: The City shall grant the time off without compensation and without discrimination to any employees designated by the Union to attend Union conventions or conferences provided seven (7) days written notice is given to the immediate supervisor specifying the time to be taken off. The Union agrees that in making its request for time off for union conventions or conferences, no more than three employee delegates will be considered. The City agrees that every other year, one (1) person will be given five (5) days off at his current straight time rate of pay to attend the International Union Convention.

ARTICLE 9  
BARGAINING COMMITTEE

9.1 The Bargaining Committees for both the Union and Employer shall be limited to four members per each committee.

9.2 The Union's committee shall consist of three (3) persons who are members of Local 1128, and a Union Council or International Representative, for a total of four (4) members.

9.3 The Employer's committee shall not contain more than four (4) members who must be available to meet during the day shift.

9.4 The Employer agrees to release the three (3) bargaining unit employees for the purpose of collective bargaining without the loss of wages or benefits. Negotiations shall

take place during the day shift. By mutual agreement, the parties can meet at other times than the day shift.

ARTICLE 10  
WORK STOPPAGE / LOCKOUT

10.1 The Union agrees there shall be no strike, work stoppage or slow down for the duration of this Agreement. The City agrees there shall be no lock out against the employees for the duration of this Agreement.

ARTICLE 11  
SPECIAL CONFERENCES

11.1 Special conferences will be arranged between the Local President and the Employer upon the written request of either party. Requests for special conferences shall be made at least 24 hours in advance, and the conference shall be held within ten (10) workdays after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

11.2 Members of the Union shall not lose time or pay for the time spent in such special conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council 25 or a representative of the International Union may attend the special conferences. Matters of a grievable nature, if not resolved in conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the conferees. Should the Local President be absent on approved leave, the local Vice President shall assume the responsibilities contained herein.

ARTICLE 12  
CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

12.1 The City agrees not to contract or subcontract any public work unless by mutual agreement. Past practice shall continue in the following areas: tree trimming, commercial containers, Building Department, cement work, lawn restoration, lawn spraying, repair and replacement of glass, locksmith work, electrical repairs, plumbing and heating repairs, repair of gas pumps, acid cleaning and draining of City pools, rubbish pick-up, janitorial services, and vehicle maintenance.

ARTICLE 13  
FEDERAL OR STATE FUNDED PROGRAMS

13.1 The City may participate in Federal or State funded programs for any positions listed under Pay Range 1 of both clerical and non-clerical wage scales. Said positions shall not be subject to the provisions of Article 26.

13.2 If an employee is retained beyond the duration of the program's funding, said employee shall become eligible for and subject to all rights, duties and benefits of this Agreement.

13.3 No employee will be displaced from any position or work location. No employee will be denied the right to bid on any position prior to being offered to a non-bargaining unit employee or state or federal funded employee.

13.4 Overtime shall be offered to bargaining unit employees prior to allowing non-bargaining unit employees to same.

13.5 An individual shall not be allowed to continue in a state or federally funded program for more than twelve (12) months without written approval from the Union.

13.6 The intent of this Article is to permit the City to enter into future federal and state funded programs without further Union concurrence.

ARTICLE 14  
CITY COUNCIL MINUTES

14.1 The City Council shall notify the President and Secretary of the Union of all regular and special council meetings prior to such meetings. Notification shall be by submission of the "Agenda" of the meetings to the Union Officials.

14.2 Minutes of all City Council Meetings shall be mailed to the President and Secretary of the Union as they appear in the files of the Council.

ARTICLE 15  
BULLETIN BOARDS

15.1 There will be no posting of any Union notices on the City's property. The City will make bulletin board space available in each department for the use of the Union for publishing notices and news pertaining to the conduct of its affairs. These bulletin boards will not be used by either party to this Agreement to post materials of political nature.

ARTICLE 16  
WORK RULES

16.1 All employees shall be provided with a copy of the currently approved basic rules.

16.2 Any new work rule or change in existing work rule that does not meet with the Union's approval shall be subject to the grievance and arbitration procedures.

16.3 The Union will be given ten (10) work days to review any new rules or altered rules, except safety rules, before the City implements them. The Union will be allowed to discuss any changes in the rules, except safety rules, with the Employer before any new, altered, or amended rules become effective.

ARTICLE 17  
MANAGEMENT RIGHTS

17.1 The City retains the right to hire, fire, promote, discipline, assign duties, approve budgets, and other rights granted the City by State, Federal and local legislation, subject only to special limitations agreed to in the Agreement.

ARTICLE 18  
DISCIPLINE AND DISCHARGE

18.1 Definition: "Disciplinary action", as used in this Agreement, means all kinds of corrective action, including oral reprimand, written reprimand, suspension, and discharge.

18.2 All disciplinary action shall be taken on the basis of just cause and shall be implemented in a manner that will not unnecessarily embarrass or disgrace the employee; and any discussion related to such action shall not take place before the public or any other employee. Political activity by any employee shall not be the basis for disciplinary action unless such activity takes place during regular working hours. Employees will not be subject to discipline based on unsubstantiated citizens' complaints.

18.3 In all cases of discipline, except for discipline related to Section 18.8, A through C, the department head or their designee shall, within five (5) working days of having formal knowledge of an incident of misconduct, hold a meeting with the employee(s) involved and the employee(s)' Union representative to discuss the circumstances surrounding the alleged offense(s) prior to issuing formal corrective action.

18.4 Discipline involving the discharge of an employee shall be issued only by the Director of Human Resources.

18.5 The employee and the Union will be provided with a written copy of all formal disciplinary actions. Disciplinary letters will be specific and will note the time, place and

all circumstances of the rule violated, misconduct alleged, along with the penalty imposed. The employee will sign any disciplinary action as an acknowledgement that the employee received it, provided, however, that the acknowledgement will not constitute an admission of guilt.

- A. Formal corrective action, if necessary, will be issued no later than fifteen (15) working days after the City's formal knowledge of the incident precipitating said corrective action; except in the event of an ongoing investigation, in which case the City will provide the Union with regular updates every fifteen (15) days.
- B. In the case of suspensions, holidays shall not be counted or included in the penalty imposed.

18.6 All disciplinary action may be processed through the regular grievance procedure except suspensions, which shall be taken up at the second step of the grievance procedure and shall not be invoked until the Step 3 grievance hearing with the Human Resources Director has been held. In cases of terminal action, the grievance procedure shall be taken up at the third step.

18.7 Any sustained disciplinary action will remain on the record for a period of one (1) year.

18.8 Absence and Tardiness:

- A. First Offense: Upon accumulating a third unexcused occurrence (of either absence or tardiness, not a combination of the two) within a ninety (90) day period, an employee with a heretofore clean record shall be issued a First Written Warning.
- B. Second Offense: Upon accumulating two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any ninety (90) days after issuance of the First Written Warning, but before the record is cleared, the employee shall be served with a Second Written Warning.
- C. Subsequent Offenses: Thereafter, upon accumulation of two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any ninety (90) day period of the last previous disciplinary measure, but before the record is cleared, the following sequence of time off without pay penalties shall be imposed: a three day DLO for the third offense and a five day DLO for the fourth offense.
- D. Final Offense: Any employee who accumulates two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any ninety (90) days of receiving the fourth offense five day DLO, but before the record is cleared, shall be discharged.

- E. Correction of Record: For each ninety (90) days of attendance and promptness unmarred by any unexcused occurrences, the employee's record shall be rolled back one step.

ARTICLE 19  
GRIEVANCE AND ARBITRATION PROCEEDINGS

19.1 Any grievance or dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement will be initiated at the grievance procedure step at which the grievance or dispute occurs and settled in the following manner:

Step One: An employee who feels he or she has a grievance will discuss the matter with his or her immediate supervisor within five (5) working days of the knowledge of occurrence. The employee will have the designated Steward present.

Step Two: If the grievance is not settled at step one, it will be submitted in writing to the department head or delegate within five (5) working days of the discussion with the immediate supervisor. The grievance will be complete in detail. The department head will respond in writing within five (5) working days. The designated Steward will participate at this step.

Step Three: Grievances not settled at Step Two will be submitted to the Director of Human Resources within five (5) working days of the Step Two answer or within five (5) working days of the Step Two due date. The Director of Human Resources will respond in writing within fifteen (15) working days of the date of the third step if no hearing is held. If a hearing is scheduled, the Union may have the local president or delegate, a Union Steward, the grievant, and a representative of Council 25 in attendance. When more than one employee files a grievance on the same subject the Local president may select one grievant to attend the meeting.

Step Four: If the grievance is not settled at Step Three and the Union wishes to arbitrate the matter, the Union will, within forty-five (45) working days, submit a written notice of its intent to arbitrate the matter to the Director of Human Resources. A pre-arbitration meeting will be held if requested by either party.

19.2 The Employer will make every effort to respond in a timely fashion at each step of the grievance procedure. However, any grievance not answered within the prescribed time limit at any step will be commensurate to a denial of the grievance. If this occurs, the grievance will automatically be positioned to the next step of the grievance procedure.

Any grievance not appealed from a decision of the City in one of the steps of the above procedure shall be considered withdrawn by the Union, without prejudice.

The time limits prescribed in the grievance procedure may be extended by the mutual consent of the parties.

19.3 Once notified, the Director of Human Resources shall, within five (5) business days, notify the Union as to who the selected arbitrator is from the following rotational list:

- a. Patrick A. McDonald
- b. Mario Chiesa
- c. Joseph P. Girolamo
- d. Paul E. Glendon
- e. Mark J. Glazer
- f. Barry Goldman

The rotational list may be changed only by mutual agreement, either during the first week of June each year or to replace vacancies on an as needed basis.

19.4 The arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator has no power to add to, subtract from, or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon the City, the Union and the grievant.

19.5 Expenses for the arbitration services and/or arbitration hearings shall be shared equally by both parties. If either party desires a verbatim record of the proceedings, they may arrange for a court reporter and be responsible for the expense. If the other party wishes to have a copy of the transcript, it will be made available with the understanding that the other party will pay half the cost.

19.6 During the meetings on grievance matters, all steps up to and including arbitration shall be conducted during regular working hours without the loss of time or pay for all parties involved.

19.7 The Local President will be allowed time off without loss of pay for arbitration appeals to Council 25 so long as a letter of verification identifying the grievance and listing the time and place of the appeals meeting is received by the City Human Resources Director one (1) week in advance, signed by the Council 25 Arbitration Analyst.

ARTICLE 20  
SENIORITY

20.1 Seniority shall be granted to all employees who have completed their probationary period, consisting of one hundred twenty (120) calendar days from date of hire. Seniority starts from the first day of employment. Length of service will be computed in years, months, and days from the date of hire. For any employees hired after July 1, 2004, if the last date of hire of two or more employees is the same, the last number of the employee's social security number will determine who has the highest seniority, with "9" being the highest number, "8" the next highest number, and so on. All employees will be placed on one seniority list.

20.2 If a position is eliminated, or if an employee is bumped, the employee shall have the right to replace any employee with less seniority provided he has the ability to perform the job. In the event that the bumping employee leaves that position for whatever reason within a sixty (60) day period, the bumped employee will have a right to return to his/her formerly held position. If an employee is removed from the job, the matter may then be submitted at the second step of the grievance procedure.

20.3 An employee shall lose his/her seniority for the following reasons:

- A. She/he quits.
- B. She/he is discharged and the discharge is sustained.
- C. She/he is absent for three (3) consecutive working days without notifying the Employer unless it is impossible to do so. After such absence, the Employer will send written notification to the employee at his/her last known address, stating that she/he has lost her/his seniority and her/his employment has been terminated.
- D. She/he does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leave of absence.
- F. Misrepresenting the reason for a leave of absence.
- G. Settlement of a claim for permanent or total disability or approval for Social Security disability benefits.
- H. She/he retires.
- I. In the application of the provisions of this Section, due consideration will be given to extenuating circumstances.



20.4 The seniority list, on the date of this Agreement, must show the names and job titles of all employees. Up-to-date lists shall be provided by the Human Resources Director to the Union every six (6) months.

20.5 Local 1917 members shall have the right to transfer back to the 1128 Unit by written request, subject to the provisions of Article 26.3.

20.6 Employees promoted to the Local 1917 Bargaining Unit shall, if demoted, return to whatever position their seniority may entitle them.

20.7 Employees appointed to department head or management status, which is outside the Local 1917 Bargaining Unit, shall have their Local 1128 seniority frozen. If demoted, these employees shall return to whatever position their frozen 1128 seniority may entitle them.

## ARTICLE 21 LAYOFFS

21.1 Layoff and Recall Procedures: No bargaining unit employee hired on or before June 30, 2000 may be laid off. Employees hired on or after July 1, 2000 may be laid off at the sole discretion of the City.

- A. Any lay off of employees hired on or after July 1, 2000 will be conducted in order of inverse seniority, with the least senior employees laid off first.
- B. The City shall provide employees one week's notice prior to their date of layoff.
- C. In the recalling of employees, the senior employee shall be given first preference. An employee shall have the right to decline offered work which is not of a similar nature and still retain their place on the recall list. Clerical employees cannot be forced to return to non-clerical positions, and non-clerical employees cannot be forced to return to clerical positions. If an employee accepts a position, the employee shall be returned to the recall list if a lack of ability and/or qualifications are obvious. All employees shall receive notice of recall from the Mayor or his designee sent by certified mail, return receipt requested, deliver to addressee only. Reporting time will commence from the date of delivery of the notice of recall. If an employee is so notified and fails to report within five (5) consecutive working days after receipt of the notice of recall, the employee shall lose his/her seniority standing; and the employee's employment shall terminate, provided, however, the Human Resources Director may grant an extension of this time. Recall lists must be kept for a period of twenty-four (24) months or the employee's seniority, whichever is greater.

21.2 Voluntary Layoffs: The City may post by work group for persons desiring a voluntary layoff. The City will determine the length of time needed and the division from which it is requesting volunteers and selections shall be made by seniority from within the work group. The senior employee volunteering for layoff will notify the Human Resources Director of the length of time for which the employee is volunteering to be laid off. This Section shall not be considered in conflict with Section 21.1.

21.3 Continuation of Benefits During Layoff: City-paid insurance benefits will continue for a laid-off employee for the balance of the month in which the layoff occurred. A laid-off employee may then maintain his/her participation in the City's group health insurance programs by making the appropriate COBRA election and by paying the monthly premiums required.

## ARTICLE 22 WORK WEEK AND HOURS

### 22.1 Work Week and Hours:

- A. All work schedules shall be posted on the bulletin board of each department concerned. Except for emergency situations, the starting time of any shift shall not be changed without first a meeting and consultation with the Union at least five (5) working days in advance of the date in which the change is scheduled to take effect. This meeting shall include the Human Resources Director, the Union President or his designee, plus the Steward of the employees affected by the change.
- B. The regular work week begins on Monday at 12:01 a.m. and ends seven (7) days later at midnight on Sunday.
- C. The City will normally schedule an employee to work on five (5) consecutive days, Monday through Friday, except for those departments requiring a six (6) or seven (7) day operation. The regular work day for a full-time employee will normally consist of eight (8) consecutive hours in a twenty-four (24) hour period. The City has the right to schedule work in excess of the regular work day, the regular work week, or both. Employees will be guaranteed a forty (40) hour work week.
- D. Work Shift: All employees will be scheduled to work on a morning, afternoon, or midnight shift, with each shift having a regular starting and quitting time.
- E. Any new shift or shift change shall be posted according to the provisions of Article 26 of this Agreement. The notice shall include the duration of the shift or change, as can be reasonably determined. Any change of shift or

schedule of work days which differ from the original job posting shall be re-bid in accordance with Article 26.

- F. Flex Time: The City may establish flex time schedules for those positions it deems necessary and appropriate. The City shall notify the Union of such determination prior to the posting of said positions. Flex time schedules will typically be four (4) days at ten (10) hours per day. No employee shall be forced to work a flex schedule. Employees displaced by a flex schedule, which they refuse, may bump based upon seniority as provided elsewhere in this Agreement.
- G. Overtime shall be earned for hours worked beyond the ten (10) hours in a working day and/or any hours paid in excess of a forty (40) hour work week.
- H. Holidays and Jury Duty shall be paid for the ten (10) hour workday. For Vacation Time, Personal Time, Sick Time, and Bonus Time, ten (10) hours constitutes a full day, and said time shall also be accrued in ten (10) hour increments.

22.2 Meal and Rest Periods:

- A. All employees will receive a thirty (30) minute paid lunch period during their regular work schedule. In addition, they shall receive a fifteen (15) minute rest period during each one-half shift, paid for by the City. An appropriate time and place shall be scheduled for such lunch period and rest period.
- B. All flex-time employees shall receive a sixty (60) minute paid lunch period during their regular work schedule. In addition, they shall receive a fifteen (15) minute rest period during each one-half shift, paid by the City. An appropriate time and place shall be scheduled for such lunch and rest period.
- C. Past practice concerning lunch periods shall remain in effect for those employees who have a different lunch period than specified in Paragraphs A and B of this Section.
- D. Employees who work beyond their regular shift shall receive a fifteen (15) minute rest period before they begin to work on the next shift. Any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four (24) hour period shall receive a paid thirty (30) minute lunch period. They shall receive an additional thirty (30) minute paid lunch period for each additional four (4) hours thereafter. In addition, they shall receive the regular rest period that occurs during the overtime shift.

22.3 Overtime:

- A. The City has the right to schedule overtime based on its needs. No overtime will be worked without the prior specific approval of the City.
- B. An employee will receive overtime pay at the rate of time and one-half (1½) the employee's regular rate of straight-time pay for any hours worked in excess of eight (8) hours in a day or forty (40) hours worked in a work week and for any time worked before or after any scheduled work shift.
- C. An employee will be paid at the rate of time and one-half (1½) the employee's regular straight-time rate of pay for all hours worked on the sixth day of a work week. For example, Monday is day 1 and Saturday is day 6 for a work week that starts on Monday.
- D. An employee will be paid at the rate of two (2) times the employee's regular straight-time rate of pay for all hours worked on the seventh day of a work week. For example, Monday is day 1 and Sunday is day 7 for work week that starts on Monday.
- E. Extending work hours before or after the regularly scheduled starting or quitting time of a shift does not constitute a change in the regularly scheduled starting or quitting time of that shift.
- F. In scheduled seven (7) day operations, overtime shall be paid at the rate of time and one-half for all hours worked after eight (8) hours in any one day and all hours worked on the sixth day of the work week. Overtime shall be paid at the rate of double time for the seventh day of the work week.
- G. Overtime is time authorized and approved by an employee's department head and will be paid from the first minute of overtime. It is understood that employees are not authorized to start early or stay late beyond regular working hours without the express, prior permission of the department head.
- H. Non-Union employees as outlined in Article 5 shall not perform bargaining unit work on an overtime basis unless the permanent employee overtime list in the work group and all of the quarterly volunteer lists, with the exception of Parks', have been exhausted. For the distribution of overtime in the Parks Department, said non-union employees will be permitted to work after the list of permanent employees in Parks is exhausted and before the employees on the quarterly volunteer list are requested to work.

22.4 Distribution of Non-Clerical Overtime:

- A. The work groups are as follows:
  - (1) Highway and Compost

- (2) Water and Sewer
- (3) Building and Grounds
- (4) Parks
- (5) Vehicle Maintenance
- (6) Animal Control

B. Distribution & Assignment of Overtime: Work Group

- (1) In the first instance for distributing overtime, the rotation shall be governed by highest seniority within the required classification, then proceeding down the work group list until initial rotation is completed.
- (2) After the first round of rotation, opportunity for overtime, as hereinafter directed, shall go first to the low person on the eligible overtime list within the required classification in the work group.
- (3) When overtime is distributed as in B(2) above, all work group employees with lower overtime standing than the employee who performs the work in the work group shall be charged for the hours worked, provided said employees have declined the opportunity to work.
- (4) Employees upgraded and so working at the end of a shift will be treated as in such higher classification for purposes of overtime assignment and pay until the start of the employee's next regularly scheduled shift. All overtime worked, regardless of the classification it is worked in, shall be charged to the employee.
- (5) All hours on the work group overtime list shall be reduced to zero at the end of each calendar quarter.

C. Distribution & Assignment of Overtime: Quarterly Volunteer List

- (1) A quarterly volunteer list shall be established for each work group and signed by all employees in any work group who desire available overtime out of their work group. Each list is to be posted and signed during the third week of December, March, June and September for utilization during the following calendar quarter. Each list shall be a master-list and assignments shall be made from it in the event that the work group where the work is to be performed is exhausted without obtaining the determined quota.
- (2) Assignments from the quarterly volunteer list shall be made in accordance with the rotation directed in item B(1) and B(2) above provided that the volunteer is qualified to perform the work to be done.

- (3) In the event that the quarterly volunteer overtime list is exhausted without filling the quota, the required number of employees shall be assigned from within the work group where the work must be done by inverse order of seniority. Whenever the quota cannot be so filled from within the work group, qualified employees from outside the work group may be assigned by reverse order of seniority.
- (4) When overtime is to be assigned from the quarterly volunteer lists, work group employees shall work until relieved when the substituting volunteer has a later quitting time than at the work group where the work is to be performed.

D. General Rules for Non-Clerical Overtime

- (1) Overtime will be paid at the higher rate between the affected employee's primary classification rate and the pay of the classification to which assigned.
- (2) On call-ins, no charge shall be made in instances where there is no answer on the employee's primary telephone number, residential or cell, which the employee is responsible for identifying to the City. On call-ins, charge shall be made in instances where the City leaves a message on the employee's answering machine or voicemail.
- (3) For purposes of overtime call-in, vacation time will be considered to be holidays, vacation, personal days, and bonus time off. For overtime call-in purposes, vacation time will end when the employee returns to work on his assigned shift. Employees on vacation will not be called for overtime except in emergencies. If an employee who is on vacation is called for an emergency and declines to come in, he will not be charged for an overtime opportunity.

22.5 Distribution of Clerical Overtime: Clerical overtime shall be distributed within the department in accordance with procedures set forth in 22.4(B) above, subject to ability to perform the desired work; provided however, that clerical employees shall be given the first opportunity to work overtime to perform their regular work responsibilities.

22.6 Report-In Pay and Call-Back Pay:

- A. Any employee who reports to work for his/her regular scheduled shift shall receive eight (8) hours of pay at the employee's regular straight-time rate of pay if he/she is sent home because no work is available.

- B. Any employee called back to meet emergencies after working his or her regularly scheduled shift shall be paid a minimum of four (4) hours straight time pay or the overtime rate for the time worked, whichever is greater.

If the call time occurs prior to the regular shift time, the employee shall be paid for the call time rate of time and one-half until he completes the first two hours of work. The employee shall then be paid for his remaining work shift at his regular rate.

- C. Any employee who reports to work for scheduled overtime without receiving prior notice not to report will receive, if work is not available, four (4) hours overtime. An employee will be deemed to have received "prior notice" not to report to work for the purpose of this Section by either of the following:

- (1) Personal notification to the employee before the end of the employee's most recent shift; or

- (2) A telephone call by the City, at least two (2) hours before the scheduled overtime, to the employee's most recent telephone number in the City's records with a message to the employee, the employee's spouse, or an adult who answers the telephone personally or to the employee's answering machine. An employee will be deemed to have been given prior notice if the employee failed to furnish the City with a telephone number at which the employee can be reached or if the employee's most recent telephone number in the City's records is not the employee's current telephone number.

- D. Clerical employees attending commission meetings or other evening, weekend, or holiday meetings will receive four (4) hours straight time pay or the overtime rate for the time worked, whichever is greater. Clerical employees shall only attend commission meetings if requested by management. Recorded minutes will be used whenever possible.

- E. For purposes of overtime call-in, vacation time will be considered to be holidays, vacation, personal days, and bonus time off. For overtime call-in purposes, vacation time will end when the employee returns to work on his assigned shift. Employees on vacation will not be called for overtime except in emergencies.

#### 22.8 Pay for Meals:

- A. The City shall furnish compensation for a meal to any employee who works more than two (2) hours beyond the employee's regular shift quitting time or more than ten (10) consecutive hours within a twenty-four (24) hour

period. The employee shall be furnished additional meal compensation for each four (4) hours worked after the initial two (2) hours.

- B. Compensation for said meals shall be \$5.00 per meal, unless meals are provided by the City.

22.8 Premiums:

- A. Employees on the afternoon shift will receive a premium of thirty cents (\$.30) per hour.
- B. Employees on the midnight shift will receive a premium pay of forty cents (\$.40) per hour.
- C. Those employees assigned to a 7-day work schedule shall receive seventy cents (\$.70) per hour premium pay in addition to their hourly rate and other premiums which apply. The employees shall work five (5) consecutive days and be off for two (2) consecutive days.

ARTICLE 23  
TIME CARDS AND PAYDAY

23.1 Time Cards:

- A. An employee's time card must accurately reflect the time that the employee actually worked. The City will not pay an employee for an early punch-in. For a late punch-in, the City will pay an employee only for the exact amount of time shown on his time card, rounded to the nearest one-quarter of an hour.
- B. Time cards, if used, are to be left in the card racks except when being punched.
- C. An employee must personally register on the employer's time keeping system when arriving at or leaving work.

23.2 Payday:

- A. The City will pay employees each week, on a one (1) week delay basis, for the work performed in the previous work week. Paychecks shall be delivered every Thursday, no later than noon, to all department heads, for immediate distribution to employees. In the event Thursday is a holiday, the preceding day shall be the pay day, provided that second and third shift employees will receive paychecks at the end of their work shift on Wednesday.



- B. Upon termination of employment, the City shall pay all monies due to the employee, except pension contributions, on the next normal payday following the termination of employment. Pension contributions shall only be withdrawn after all grievance hearings, arbitration hearings, or court action relating to the termination, are finalized.
- C. Money due for regular work performed will be paid on the next calendar pay date. Other monies for previous, current, or future benefits will be paid within thirty (30) days.
- D. All employees shall participate in the City's direct deposit program. Payment for cash payouts of employee benefit banks, longevity and other annual bonuses will be made by direct deposit.

23.3 Paycheck Errors: An error in an employee's paycheck, resulting in an overpayment or underpayment to the employee, will be corrected consistent with the Michigan Public Act 390 of 1978, as amended, Payment of Wages and Fringe Benefits.

Benefit Bank Reconciliation: The City will perform an annual reconciliation of employees' banks (i.e., sick bank, vacation bank, bonus bank and vacation monies bank) and provide a statement of said reconciliation to each employee no later than May 1<sup>st</sup> for the previous year ending December 31<sup>st</sup>. Employees shall have until October 31<sup>st</sup> (i.e., six months) to challenge or dispute the City's reconciliation, after which time it is mutually agreed that the reconciliation will be considered final.

## ARTICLE 24 CLASSIFICATION PLAN

24.1 When a new job is placed in the bargaining unit and cannot be placed in an existing classification, the City will notify the Union, prior to creating a new classification and wage structure, of its intent to do so and will arrange sufficient time for adequate review. In the event the Union does not agree, it may be submitted as a grievance at Step 3 per Article 19 of the grievance and arbitration procedure.

24.2 The City agrees to maintain the following levels in the following clerical classifications:

9 - Clerk 3's  
17 - Clerk 2's

24.3 Work Priorities:

- A. In filling of day to day absences and for vacation relief, the employees will be drawn on the basis of seniority and classification, first from within the

work group, then the department, then from other departments within the City. Second and third shift employees and the building inspectors' are excluded from this provision.

- B. On day to day absences and for vacation relief in the Dog Warden's position, management will determine who is to be assigned from the eligibility list. The eligibility list will be established by a city-wide posting and renewed semi-annually. Where a senior employee is bypassed on the assignment, he will be provided the reason.
- C. In cases of prolonged vacancies due to approved leaves in upgraded positions, the City will fill the vacancy by upgrading within the work group first, secondly within the department, and then within other departments on the basis of the senior qualified employee. If no employees are available to move to the temporary assignment on an upgraded basis, then no employee will take a cut in pay if he moves to the lower paying position.
- D. The Union recognizes its responsibility to provide coverage in all needed services, and the City accepts its responsibility to assure opportunity and fair treatment of its employees.
- E. Employees temporarily upgraded to higher rated jobs will have related benefits paid at their permanent rate of pay for six (6) months. Thereafter, wage related benefits will be paid at the rate of pay for the temporary job.

24.4 New Equipment: The City will provide training for the employees in the event new equipment becomes available.

24.5 The provisions of this Article are subject to the grievance procedure.

24.6 The City shall reimburse the cost of periodic renewal of CDL Licenses.

## ARTICLE 25 JOB CLASSIFICATION

25.1 The City will notify the Union, in writing, of any substantial changes in job assignments or duties and meet with the Union to discuss same.

## ARTICLE 26 PROMOTIONS AND TRANSFERS

26.1 All job vacancies shall be filled on the basis of seniority and ability.

26.2 In the event of a vacancy or a new job, the job will be posted on a bargaining unit wide basis for a period of three (3) working days by the Union Secretary, Chief Steward, stewards in Highway, Parks and Recreation, Vehicle Maintenance, Animal Shelter, City Hall, and Water Department, who will receive copies from the City's Human Resources Department. The City agrees to notify the Union within ten (10) days of a job vacancy of its intent not to fill the position. All postings will include shift and hours of work and/or seasonal changes in shift and shall also have the current job description or examples of work, where appropriate, for the position attached to or incorporated into the posting. Selection will be based on seniority and ability from the signers of the posting. Persons on vacation shall have the right to file for vacancies or transfers posted during their vacation upon return to work. The ability requirement(s) for all vacant or new positions shall be job-related and shall be set forth in the posting where appropriate. Such filing shall take place within three (3) days after returning to work with the first day of work counting as the first day for filing. No retroactive payments shall be made as a result of such filing. The eligibility lists established from these postings will remain in effect for a period of one hundred and twenty (120) days.

26.3 No more than two (2) permanent lateral transfers or downgrades will be allowed within a one year period. If a seniority employee declines a permanent opening when it is offered, this will constitute a successful bid.

26.4 If a new job is created within the bargaining unit, the City will negotiate with the Union to establish the proper pay range for the new job. The new job will be filled on the basis of city wide posting by the most senior qualified employee.

26.5 Any employee who is promoted, laterally transferred, downgraded or bumped to a new assignment shall be given a trial period consisting of sixty (60) days actually worked in which to qualify for the new position. The City shall provide the necessary on-the-job training to assist the employee in qualifying for the job. There will be a thirty (30) day written review by the department head of the employee's progress. However, the City shall have the right to disqualify an employee at any time during the sixty (60) day trial period when there is an obvious lack of ability for him or her to perform the job. During the trial period, the employee shall receive the rate of pay for the job which he or she is performing.

26.6 If an employee fails to qualify, he/she shall be returned to his/her former position no later than the next regular work day. An employee's disqualification will be subject to the grievance and arbitration procedure. An employee who is disqualified from a position under Section 26.5 shall continue to have the right to bid on or bump into other positions, and shall have the right to bid on or bump into future vacancies in the same position from which he/she was disqualified after a twelve month waiting period from the date of disqualification, provided the employee has demonstrated improvement in the area(s) for which the employee was disqualified.

26.7 The immediate supervisor and employee shall note on the employee's time card the fact of his/her assignment to a higher classification and the exact amount of pay to be received.

26.8 Non-clerical entry level positions shall be filled by new hires.

26.9 Anyone bidding or bumping into a Mechanic Classification will be required to have state certification in engine repair (auto & truck), electrical systems (auto and truck), truck brake, engine tune-up, front end, and steering system.

26.10 Departmental Aides - The following list of departments shall be provided a Departmental Aide position:

- Police Department
- Fire Department
- Department of Public Works
- Assessor's Office
- Water Department
- Budget and Finance Department
- To be determined by the Mayor (currently Economic and Development Services)
- Treasurer's Office
- Economic and Development Services

26.11 The Department Head shall have the right, without regard to seniority, to select a qualified applicant from among the members of the bargaining unit who apply for the position after a notice has been posted by the Director of Human Resources. Interested clericals whose positions are covered by the clerical wage scale have three (3) working days from the date of the notice to call or to notify the Human Resources Department in writing, and the Human Resources Department shall create a list from the interested persons. (Said lists shall be good for 120 days and may be re-noticed by the City if the 120 day period has expired.) To be eligible to apply for Departmental Aide positions, employees must have one hundred twenty (120) days seniority in Local 1128.

26.12 The aforementioned Departmental Aide positions shall be exempt from the bumping provisions of this Agreement. Departmental Aides serve at the will of the Department Head and may be removed from their position at any time, without cause, subject only to their right to bump in accordance with the provisions of this Agreement. In the event of a layoff, the aforementioned positions will be subject to layoff in accordance with Article 21. However, in the event that a Departmental Aide should select a voluntary layoff in accordance with Article 21.2, that position will be considered vacant, and the director shall be free to select another Departmental Aide from the list of interested persons, subject to the right to bump all but Departmental Aides after the voluntary layoff has expired. It is further provided, that if one of the aforementioned Departmental Aides is laid off in accordance with Article 21, the Department Head shall

have the right to appoint another Departmental Aide from the list kept by the Director of Human Resources, without regard to seniority.

26.13 Any ability requirement relating to training or certification, which the City offers to provide to any non-bargaining unit person (temporary), must also be offered on an equal basis to bargaining unit employees (e.g., if two (2) non-bargaining unit persons (temporary), then two (2) bargaining unit employees; if five (5) non-bargaining unit persons (temporary), then five (5) bargaining unit employees, etc.). If an excess number of bargaining unit employees express interest in the training or certification, the highest seniority employees shall receive the training or certification. Except in instances of involuntary downgrades or where circumstances beyond the employee's control cause the employee to desire a downgrade, the training or certification shall be offered only to those employees of a class equal to or lower than that for which said training or certification is offered. Notwithstanding training or certification offered by the City to non-bargaining unit persons (temporary), all bargaining unit positions shall be filled by first offering the position to the bargaining unit employees who have completed the required training or certification.

#### ARTICLE 27 VEHICLE MAINTENANCE

27.1 The City will furnish a complete set of quality, life-time, guaranteed hand tools to each mechanic. Thereafter, the mechanic will be responsible for his hand tools, and any tools lost or broken will be replaced by the mechanic.

#### ARTICLE 28 HEALTH AND SAFETY

28.1 Assignments challenged on the basis of health and safety are subject to immediate review by the immediate supervisor and Union Steward if requested by the employee. Safety is a paramount concern of the Employer and the employees, and we are not encouraging unsafe acts or use of unsafe equipment.

28.2 There shall be a City Safety Committee composed of two (2) representatives of the Union, representatives of the Fire and Police Departments, the Director of Human Resources, the Director of Parks and Recreation and the Director of the Department of Public Works. The Chairman shall be elected by the Committee.

28.3 The Committee shall make recommendations concerning all aspects of health, welfare and safety as it applies to the employees.

28.4 Any disputes that may arise concerning the recommendations of the Safety Committee shall be resolved at the special conferences between Union and City officials.

28.5 The Safety Committee shall meet within five (5) days when requested by the Human Resources Director or by either Local 1128 representative referred to in Section 28.2 herein. No employee shall lose time or pay for attending said meeting.

ARTICLE 29  
UNIFORMS AND PROTECTIVE CLOTHING

29.1 If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such clothing or device shall be furnished, free of charge, to the employee by the City.

29.2 The cost of maintaining such uniform or protective clothing or devices in proper working condition, including tailoring, dry cleaning, and laundering shall be paid by the City.

29.3 Protective clothing requirements shall be by the recommendation of the Safety Committee and resolution of the City Council.

ARTICLE 30  
INJURIES COVERED BY WORKERS' COMPENSATION

30.1 The City agrees to add to and supplement the income of an employee injured on the job by paying the difference between Workers' Compensation and up to 90% of his regular weekly income based on a forty (40) hour work week for the first six (6) months and up to 80% thereafter during the time he is eligible for Workers' Compensation.

30.2 Employees injured on the job shall receive their full pay without deducting days from their sick leave or vacation leave, commencing with the first day of injury.

30.3 Supplemental benefits provided by the City in cases covered by Workers' Compensation extending beyond the seventh day will be continued for two (2) years or the years of seniority, whichever is greater.

30.4 In no event shall any employee receive any amounts of money or benefits in excess of those received prior to his/her disability and during the term of said disability.

30.5 The City shall provide light duty for employees returning to work from an on-the-job injury, provided the employee's physician and the City's physician mutually agree that said employee can return to full duties within thirty (30) calendar days. An employee on light duty shall be allowed to assist high seniority employees with their duties.

30.6 The City may assign employees who have permanent physical restrictions placed on them as a result of an on-the-job injury which prevents them from performing the duties of their permanent classification to a position which they can perform within their physical limitations. Such assignment shall not result in the displacement of a bargaining

unit member. Such assignments may be used as additional positions, not to circumvent the bidding procedure, rather, assignments may include parts washer in Vehicle Maintenance, washing City vehicles, and overseeing dump site, etc.

It shall be mandatory for employees working under these circumstances to bid on and accept permanent job openings provided they have the seniority and ability to perform the work and the job is within their physical capabilities.

30.7 The City may, in its discretion, require a worker injured on the job who is receiving Social Security Disability, to apply to the General Employees' Retirement System for disability retirement. In the event that the disability should cease, the employee shall have the right to bid on vacant positions as they occur.

### ARTICLE 31 LEAVES OF ABSENCE

31.1 No employee shall be eligible for leave of absence until they have completed their probationary period as defined in Article 5.4. All requests for leave of absence must be presented in writing to the Director of Human Resources, with a copy to the immediate supervisor and shall include the following pertinent information: Purpose of leave, effective date, and duration. All leaves of absence must be approved by the Director of Human Resources. Should the Director of Human Resources fail to grant the leave within five (5) work days, the employee may appeal through the grievance procedure, and the arbitrator shall have the power to grant a leave if he feels the need for a leave is valid.

31.2 While on approved leave of absence, an employee will continue to accrue his seniority, subject to limits indicated in this Article. All leaves are granted without payment of regular earnings (excluding sickness and accident or worker's compensation benefits), except where otherwise agreed on. A member who is granted any leave of absence under this Article shall be required to use earned, unused sick monies, equal their base pay, from the start of the leave of absence until all sick monies are exhausted, except one thousand (\$1,000.00) dollars.

31.3 The Employee shall return to the position he held at the time he took such leave. However, if the employee's former position has been eliminated at the time of his return, he shall be placed in a position in accordance with Article 20.2. An employee may return to work early from a leave of absence upon providing five (5) workdays' notice to the Director of Human Resources.

31.4 On leaves of sixty (60) days or less, the City will pay all insurance premiums, and all fringe benefits will accrue to the employee, limited to each Article in this Agreement and past practice.

31.5 Employees on leave of absence for bona fide medical reasons will receive pension credit up to a maximum of one year. In cases where there is a disagreement about whether bona fide medical reasons exist, it is agreed that a Board Certified or Academy Certified M.D. will be mutually agreed upon to make a final and binding determination as to whether the employee is unable to work because of bona fide medical reasons. If a physician cannot be selected by mutual agreement, one will be selected in accordance with the rules of the American Arbitration Association. Time off under Workers' Compensation will continue to earn pension credit.

Employees on leave of absence for non-medical reasons will receive pension credit for a maximum of sixty (60) days.

31.6 An employee who takes any leave of absence under this Article, other than a leave of absence covered under the Family Medical Leave Act, Jury Duty, or time off under Worker's Compensation, shall not be entitled to earn the one week bonus pay or leave described in Article 32.3 for the year in which the leave of absence occurs.

31.7 Leaves of Absence by Category

- A. Personal Leave: Leaves of absence for personal reasons for a period not to exceed thirty (30) days.
- B. Military Leave: An employee who enters the Armed Forces of the United States or who is called for Reserve Duty, National Guard or other branches of the services covered by the National Selective Service Act, will be granted leaves and other rights as afforded by the Act.
- C. Maternity Leave:
  - (1) Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician stating the approximate date of delivery, the nature of work she may perform, and the length of time she may continue to work.
  - (2) She shall be permitted to continue to work in accordance with her physician's recommendation, provided the Employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee be off the job.
  - (3) A permanent employee who is an expectant mother or who adopts a child or acquires a family by marriage, or assumes the legal responsibility of a family, will be granted a leave of absence not to exceed eighteen (18) months without the loss of seniority.
  - (4) Employees on a maternity leave shall continue to have their premiums paid on all insurance programs for a period of twelve (12)



weeks of said leave. Employees may choose to continue insurance premiums at their own cost.

- D. Educational Leave: An employee, after one (1) year of service, shall become eligible for a leave of absence for educational purposes. Educational leaves will be for no more than one (1) year. Educational leaves may be renewed upon written application.
- E. Leave for Special Conferences, Seminars, etc.: Employees may request a leave of absence not to exceed thirty (30) days in any calendar year to attend special conferences, seminars or other educational functions that are intended to improve or upgrade the employee's skill or professional ability. Where the Employer requests an employee to attend, the employee shall receive full pay plus paid expenses as determined at the time of approval.
- F. Union Business Leave: An employee selected or elected to a union position or selected by the Union to do work for the Union which takes him from his employment with the City shall, upon written request of the employee, receive a leave of absence for a one (1) year period. The same shall apply to members selected to a position with Council 25 or the International Union. Renewal must be requested annually in writing and this benefit will apply only to the maximum accumulated seniority of the individual employee involved.
- G. Leave for Estate Settlement: To settle an estate outside of the immediate residence of the employee not to exceed six (6) months.
- H. Sick Leave: Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period equal to their seniority or two (2) years, whichever is greater. Such leave may be extended upon request.
- I. Jury Duty Leave: If called for jury duty, an employee shall be granted a leave of absence and be paid the difference between his jury pay and his regular pay for each day served as substantiated by proper verification. However, this provision will be for a maximum of six (6) months for any employee in one (1) year.

## ARTICLE 32 PAID SICK TIME

32.1 A sick leave cash account will be established for each employee. Hours in the sick bank prior to July 1, 1984 will be converted to cash at the pay rate in effect on June 30, 1984. Sick time accumulation between July 1, 1984 and October 7, 1986 will be converted to cash at the pay rate in effect on October 6, 1986. Employees who have sick leave days accumulated shall not be disciplined for the proper use of sick leave.

32.2 Employees will earn additional cash account credit for each month they work at least five (5) full days, excluding sick pay and pay for on-the-job injuries. Employees hired before April 8, 1998 will be credited twelve (12) hours at their current hourly pay rate for each month worked as defined above; employees hired on or after April 8, 1998 will be credited with eight (8) hours at their current hourly pay rate for each month worked as defined above. Sick days taken will be paid at the current rate of pay and deducted from the employee's credit balance. Employees shall be permitted to charge sick time in increments of one (1) hour.

32.3 If an employee is absent no more than five (5) days due to illness in a calendar year, he/she shall receive an additional one (1) week's pay as a bonus or one (1) week paid leave at the employee's option. If an employee elects a leave, it must be taken by year-end. Otherwise, the cash will be paid out by February 1st of the following year. Failure to report off work and/or an unexcused absence shall be charged against the bonus week. An employee who is granted any leave of absence under Article 31, other than a leave of absence covered under the Family Medical Leave Act, Jury Duty, or time off under Worker's Compensation, shall not be entitled to earn the one week bonus as described in this Section for the year in which the leave of absence occurs.

32.4 Each February 1st, all cash balances in excess of \$4,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$1,000 once a year. This payment will be made no later than the second pay period after the request. (Note: Employees who were hired prior to August 4, 1988, whose unused accumulated sick time is counted in their Final Average Compensation for the purpose of calculating their pension benefit, shall continue to be permitted to carry over a maximum of \$15,000 per calendar year in their sick bank.)

32.5 If an employee's service is terminated for any reason, the balance of the sick bank will be paid out to the employee within thirty (30) days of termination.

32.6 Personal illness, illness of immediate family, such as father, mother, husband, wife, child, stepchild, sister, brother, mother-in-law, and father-in-law, grandparents, grandparents-in-law, grandchildren, step-parents or member of the employee's household shall be reason for sick leave.

32.7 Employees exercising sick leave privileges shall, whenever possible, advise their department of the intent to be absent prior to the beginning of their regular shift. Telephone notification by a member of the employee's immediate family or any member of his/her household is acceptable. An employee who is late for work shall be entitled to work the rest of the shift subject to the provisions of this Agreement.

32.8 Employees who work a minimum of eight hundred (800) hours within a calendar year will be allowed five (5) days personal leave per year provided they have a sufficient cash account balance to cover the leave time requested. These days will be deducted from the cash account balance at the employee's current wage rate. Personal time shall be charged in increments of one (1) hour. The employee must request in writing from his department head or supervisor twenty-four (24) hours in advance of the day requested whenever possible. Employees will not be required to provide reasons for these leaves. This absence shall not be counted against the employee's bonus leave program in Section 32.3. The City will provide proper forms for these requests. Personal leave days will not be taken the day before or the day after the day given off as a holiday unless a written request stating the reason is made and prior approval is obtained.

### ARTICLE 33 BEREAVEMENT

33.1 An employee shall be entitled to five (5) consecutive days (actual work or non-work days) without loss of pay per funeral, to make preparation for and attend the funeral and burial of any member of the family as described in Article 32.6 herein.

- A. The employee's department head shall grant two (2) additional days in the event the deceased is a husband, wife, father, mother, father-in-law, mother-in-law, child or step-child. Said additional days may not result in more than five (5) total bereavement work day allotment.
- B. A death in the employee's immediate family, as defined in Article 32.6, occurring during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against bereavement leave.

33.2 Request for excused absences due to death or sickness in the family shall be made to the employee's immediate supervisor and shall be answered without unnecessary delay.

33.3 Employees selected to be a pall bearer for a deceased employee will be allowed one day off without loss of pay.

33.4 The Local Union President or his delegated representative shall be allowed one day off without loss of pay to attend the funeral of any member of the local union who is an employee or retired employee of the City.

ARTICLE 34  
VACATION PAY

34.1 New employees with less than one (1) year seniority shall be entitled to vacation pro-rated on the basis of seniority date. For each quarter or partial quarter employed, these employees will receive twenty-five (25%) percent of the ten (10) working days vacation to be applied in the following calendar year. Any employee who leaves before one (1) year is completed will receive no vacation time. For employees leaving the service of the City of Taylor, after one (1) year of service, any vacation earned during the calendar year shall be pro-rated on a monthly basis upon departure.

34.2 In converting to a calendar year basis following completion of the first calendar year of employment and thereafter, January 1st of the employee's seniority year shall be the basis for the following, provided the employee has worked a minimum of five hundred (500) hours in the previous calendar year.

- A. One (1) but less than five (5) calendar years receive fifteen (15) working days;
- B. Five (5) but less than ten (10) calendar years receive twenty (20) working days;
- C. Ten (10) but less than fifteen (15) calendar years receive twenty-five (25) working days; and
- D. Upon completion of fifteen (15) years seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter.

34.3 Holidays falling on work days during approved vacation periods will not be used to compute the number of days of vacation used.

34.4 Employees shall be entitled to choose a split vacation or take their entire vacation on a division seniority basis. Vacation schedules shall be arranged so they do not interfere with the efficient operation of the division.

34.5 Vacation schedules shall be prepared and submitted for approval by the 1st day of February each year.

34.6 Approved vacation schedules will be posted no later than March 15th. No changes are permitted unless sickness, death or some other condition occurs beyond the control of the employee. However, within the framework of maintaining sufficient skills and number of employees, consideration will be given to requests to exchange vacations between employees. Employees that have not submitted their vacation request by February 1st will be given vacations on the basis of remaining time available. Once an

employee's vacation request has been approved, either pursuant to the posted vacation schedule or otherwise in writing, the vacation time cannot be changed, added to, modified in any manner, or canceled, except with the mutual consent of both the employer and the employee.

34.7 The maximum amount of vacation time which may be carried forward from one calendar year to the next calendar year will be twenty (20) days. All vacation days carried over and placed in an employee's vacation bank (maximum 20 days) shall be converted to the cash equivalent of the employee's hourly rate of pay as of December 31st of the year in which the hours are added to the bank for those hours only. Employees may elect to take vacation in each current year by taking a charge against current vacation time or the employee's vacation bank. If an employee elects to take current vacation days, the payment shall be at the then current hourly rate of pay. If an employee elects to take banked vacation pay, the charge against the employee's vacation bank shall be at the employee's current hourly rate times the number of vacation hours the employee has elected to receive. It is understood that a charge against the employee's vacation bank may result in a greater reduction than the original value of an hour when placed in the bank, due to changes in the hourly rate of pay.

34.8 The five (5) additional day's vacation carryover bank added in 1994 shall not be included in the calculation of Final Average Compensation for pensions. (Note: In further explanation, for those employees who were hired prior to August 4, 1988 and whose benefit banks are included in their Final Average Compensation for pension purposes, only fifteen (15) of the twenty (20) days carried over to the vacation "monies" bank may be used in the calculation of their Final Average Compensation.)

34.9 Any employee having vacation days in excess of twenty (20) days at year's end shall receive a cash payment for said days at the hourly rate in effect at that time. The cash payment will be made no later than the second pay period of February in the following year.

#### ARTICLE 35 HOLIDAY PAY

35.1 Employees shall be paid for and shall not be required to work on the following recognized holidays:

- 1) New Year's Day
- 2) Martin Luther King, Jr.'s Birthday
- 3) President's Day
- 4) Good Friday
- 5) Memorial Day
- 6) July 4th
- 7) Labor Day
- 8) Veterans' Day
- 9) Thanksgiving Day

- 10) Friday after Thanksgiving Day
- 11) Christmas Eve Day
- 12) Christmas Day
- 13) New Year's Eve Day
- 14) Employee's Birthday (To be taken in the calendar week in which the birthday falls with 48 hours notice to the department head)
- 15) Employee's City Anniversary date (To be taken in the anniversary month with 24 hours notice to the department head with approval of the day selected)

35.2 If any of the above holidays fall on Sunday, the following Monday will be considered the holiday.

- A. In a seven day operation, if any of the above holidays falls on the seventh consecutive day of the work week, the following regular work day shall be considered the holiday.

35.3 If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday.

- A. In a seven day operation, if any of the above holidays fall on the sixth consecutive day of the work week, the preceding regular work day shall be considered the holiday.

35.4 If an employee works on a holiday, she/he will receive eight (8) hours holiday pay plus double time for the first eight (8) hours worked and triple time for all hours worked in excess of eight (8) hours.

35.5 If an employee is on approved vacation or is on paid sick leave, she/he shall receive holiday pay. The employee on sick leave shall be required to furnish the Employer with a statement from her/his physician stating the type of illness and the treatment prescribed by the physician. If an employee is absent due to illness on either the day before or the day after the holiday, the illness must be substantiated by a doctor's excuse in order for the employee to qualify for holiday pay.

## ARTICLE 36 EDUCATIONAL BENEFITS

36.1 The City will reimburse tuition up to \$750.00 per person, per year, and the cost of required books, to an annual maximum of \$100 upon receipt of a transcript which indicates grades of "C" or better for courses taken from accredited colleges or universities for college credit, which have been approved as being job-related. Approval by the Human Resources Director must be obtained prior to beginning any college or university credit course for which reimbursement is to be sought.

36.2 Any employee who leaves the employment of the City of Taylor within two (2) years from completion of a reimbursed educational program shall refund the cost of same to the City.

ARTICLE 37  
RECREATION CENTER MEMBERSHIP

37.1 Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members of Local 1128 and their immediate household family members. Participation in limited attendance activities shall be restricted to non-peak hours. Said membership shall end upon the termination of the member's employment with the City.

ARTICLE 38  
LIFE, ACCIDENTAL DEATH, AND DISABILITY BENEFITS

38.1 The City agrees to pay the full premium of a life insurance plan of thirty thousand (\$30,000) dollars for each employee, with an additional thirty thousand (\$30,000) dollars to equal sixty thousand (\$60,000) dollars for accidental death. In addition, the City agrees to pay for an increased weekly benefit of one hundred (\$100) dollars for a period of twenty-six (26) weeks for disability due to sickness, disease, or accident not covered by Workers' Compensation. The City shall pay the sick and accident benefit as described in this Section for employees who have been found disabled and their Workers' Compensation claim is under dispute. It is understood the employee will reimburse the City all amounts received through this benefit if it is determined that Worker's Compensation benefits are applicable. This provision shall not apply to probationary employees.

38.2 The City agrees to provide retirees, at the time of retirement, a paid-up life insurance policy in the amount of six thousand (\$6,000) dollars.

ARTICLE 39  
MEDICAL, DENTAL AND OPTICAL INSURANCE

39.1 Medical – Hospitalization:

For employees hired on or before December 21, 2004, the City agrees to provide the Blue Cross/Blue Shield Community Blue PPO Plan 1 with the \$10 Office Visit Rider, \$10 CBC-MT (Chiropractic) Rider, CB-MH 20% and a \$10 prescription drug card. Effective July 1, 2007 the prescription drug card co-pay will convert to \$10 generic and \$20 brand name. Effective July 1, 2008 the Office Visit Rider and the CBC MT (Chiropractic) Rider shall increase to \$20.00. The employee will have the option of enrolling in the Health Alliance Plan in lieu of Blue Cross/Blue Shield. Employees hired on or after December 22, 2004 shall have the option of Health

Alliance Plan or Blue Cross/Blue Shield Community Blue Plan 1 (with applicable riders/co-pays and prescription drug coverage described above) provided the employee pay the cost differential between the Health Alliance Plan rate and the Community Blue PPO rate in addition to any other premium co-pay should they choose the Community Blue PPO coverage. All employees shall be obligated to use generic drugs over brand names unless the physician directs the prescription to be "Dispensed as Written". Maintenance drugs will be available through Mail order with a 2x co-pay.

The above plans will cover the employee, his/her spouse and their natural and legally adopted children. Coverage for dependent children will terminate at the end of the year they reach their 19th birthday. Full-time college students, as defined by the plan, will be covered until the end of the year in which they reach their 24th birthday.

An employee's stepchild, who is living with the employee and is being claimed as a dependent for income tax purposes on the employee's IRS Form 1040, and who is not eligible to be covered on another health insurance plan, may be covered under the employee's health insurance plan provided the employee is enrolled in Health Alliance Plan.

If an active employee or retiree's spouse is employed by the City or retired from the City, only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. In the event of the death of the covered employee or retiree, the surviving eligible spouse shall become the covered employee and shall be entitled to full contractual insurance benefits.

B. Health Insurance Co-payments and Exemptions:

Until June 30, 2007, employees shall pay two (2%) percent of their base and overtime wages to the City as co-payment for medical insurance premiums. Said co-payment shall be tax exempt through the City's Cafeteria 125 Plan for deferred premiums.

Effective July 1, 2007, employees shall have deducted from their weekly wages a medical premium co-payment based on the contract type the employee is enrolled in, in accordance with the following schedule:

	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
One Person -	\$10.00	\$10.70	\$11.40
Two Person -	\$20.00	\$21.40	\$22.90
Family -	\$25.00	\$26.75	\$28.60



Said co-payment shall be tax exempt through the City's Cafeteria 125 Plan for deferred premiums.

Employees who are not covered by the City's insurance shall be exempt from contributing towards medical premiums. This exemption shall be in addition to the "Payment In Lieu of Health Insurance" provision of the contract. The employee who elects to opt out of the City's medical insurance program will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated. Contributions for medical premiums will begin immediately upon the reinstatement of the employee's medical insurance.

If the employee's spouse is employed by the City, they and their family will only be eligible to be covered on one of the City's health insurance policies. Whichever of the two is enrolled as the primary subscriber will be subject to the language regarding health insurance which is set forth in the collective bargaining agreement of the subscriber.

The medical premium co-payment required herein is intended to extend to active employees only and shall have no effect on retirees' health insurance, either now or in the future.

C. Payment in Lieu of Health Insurance:

Employees who elect not to be covered by the City's medical insurance program will receive a monthly cash payment based on the employee's eligibility for coverage as follows:

Single Person Policy = \$150

Two Person Policy = \$300

Family Policy = \$400

The above will not apply to employees whose spouse is an employee or retiree of the City or who is eligible to be covered by any other City paid medical insurance. The employee who elects to opt out of the City's medical insurance program will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated.

39.2 Dental Insurance:

- A. The City will pay the full cost of a dental plan through Delta Dental.

Dental coverage shall be Delta Dental Class I, II, III, and IV, as follows:

Class I, preventative and diagnostic services and emergency palliative treatment and radiographs (x-rays), one hundred (100%) percent;

Class II, oral surgery, endodontic, and periodontic services; relines and repairs; restorative services; seventy (70%) percent;

Class III, prosthodontics, seventy (70%) percent; and

(Maximum payment per person, per year for Class I, II and III benefits shall be One Thousand (\$1,000) Dollars.)

Class IV, orthodontic, fifty (50%) percent with a three thousand (\$3,000) dollar lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.

- B. The above plan will cover the employee, his/her spouse and their natural and legally adopted children. Coverage for dependent children will terminate at the end of the year they reach their 19th birthday. Full-time college students, as defined by the plan, will be covered until the end of the year in which they reach their 24<sup>th</sup> birthday.

### 39.3 Optical Insurance:

- A. The optical plan shall be SVS Vision Plan A 12/12/12.

39.4 Dual Coverage: In the event an employee is enrolled or participates in another plan(s), the City shall not be obliged to provide dual coverage. However, if an employee's outside coverage lacks in any or all areas of coverage (i.e., medical-hospitalization, FAE rider, OPC rider, drug rider, dental plan or optical plan), the City shall pay the necessary premiums in order to supplement the employee's outside insurance where inferior. In the event the employee's outside coverage is discontinued or terminated, the employee will be enrolled in the City's insurance plan upon written application by the employee without lapse of coverage. To ensure adequate levels of coverage, the City will notify affected employees to apprise them of their insurance status on a semi-annual basis.

39.5 Change in Insurance Carriers: In the event a change in insurance carrier(s) is desired, such change shall not take effect without the mutual investigation and consent of both parties to this Agreement, including Union membership ratification.

39.6 In the event that the U.S. Congress should impose a national style health care program during the term of this Agreement, it is agreed and understood that the City and the Union will reopen and renegotiate the terms and conditions of this Article.

39.7 Drug and Alcohol Abuse Program: The City will establish a drug and alcohol abuse program at a local facility. Prior to the establishment of such a program, the City will confer with the Union to discuss details, types of treatment and therapy, etc. As an alternative to such a program, the City may obtain a substance abuse treatment rider through medical-hospitalization insurance.

39.8 Retiree Participation:

- A. Employees shall be entitled to the level of medical-hospitalization insurance benefits in retirement that are in effect on their first date of retirement, except that the FAE and OPC Riders, and the Drug and Alcohol Abuse Program provided for herein shall not be applicable to retirees.
- B. The City agrees to furnish the un-remarried spouses of deceased retirees and any minor children thereof under 18 years of age the same level of medical health benefits in effect at the time of retirement.
- C. Retirees shall be eligible to participate in the City's Dental and Optical Insurance Programs pursuant to the following conditions:

The present cost and future increases in the cost of said insurance programs shall be borne by and be the exclusive responsibility of each retiree. Payment by the retiree for said programs shall be accomplished by direct payment from the retiree to the City on or before the first of each month in advance or before any other date of each month which may be designated by the carrier. Optional retiree paid dental and/or optical insurance must be elected at the time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental and/or optical coverage and subsequently drops the coverage will be forever ineligible for re-enrollment.

ARTICLE 40  
PENSION

40.1 Defined Benefit Pension Plan: Employees hired on or before December 21, 2004 shall participate in the City of Taylor General Employees' Retirement System Defined Benefit Pension Plan. The Pension Plan/Contract text will be re-written to include the original Plan and all past Amendments. The revised document will be in the form of a Retirement Ordinance, which shall be adopted by City Council after it has been reviewed with the 1128 committee to insure accuracy and simplicity of language. The Ordinance will provide for a General Employees Retirement System, which shall have a Board of Trustees comprised of six (6) members; one (1) member from Taylor Governmental

Management and Administrative Employees' Association, one (1) member from AFSCME Local 1917, one (1) member from AFSCME Local 1128, the City Treasurer, the Human Resources Director or designee, and the Budget and Finance Director (or two citizen members to be appointed by the Mayor in lieu of the Human Resources Director and the Budget and Finance Director). The City guarantees the benefits enumerated in the Pension Plan/Ordinance as amended by the full faith and credit of its' taxing and borrowing authority. The Pension Fund shall be used exclusively for the payment of pension benefits, which shall include retiree health insurance premiums. The City may not use the Pension Fund monies for any other purpose. Any future changes in the Pension Plan/Ordinance shall require union membership ratification.

The City shall institute a "pick-up plan" in accordance with the applicable provisions of the Internal Revenue Service.

Employee Pick-Up Contributions. There is hereby created an employer "pick-up" program whereby the mandatory employee contributions to the Retirement System shall be paid by the City in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.

Member Contributions. Upon implementation, the City shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, for the purposes specified in that section, the member contributions required by the Retirement System for all salary earned by the member after implementation. The provisions of this Section are mandatory, and the member shall have no option concerning the pick up or to receive the contributed amount directly instead of having it paid by the City to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Tax Treatment. Member contributions picked up under the provisions of this Section shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code, however, such picked up member contributions shall be included in the determination of member's gross annual salary for all other purposes under federal and state laws. Members' contributions picked up under this Section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.

Time spent in service to the City, based upon a forty (40) hour work week, prior to membership in Local 1128 may be purchased for pension purposes only. A maximum of two (2) years may be purchased. Employees whose prior service totals at least one (1) full year shall be eligible for this benefit. The cost of said purchase shall be actuarially determined.

Effective August 4, 1988, the Pension Plan/Contract changed from a Deposit Administration Fund to an Immediate Participation Guarantee Fund. Members of the

Retirement System who retire on or after August 4, 1988 receive their pension benefits paid directly from the Fund. Members of the Retirement System who retired on or before August 3, 1988 receive their pension benefits through individual annuities purchased at the time of their retirement.

The pension benefit for active employees in the Pension Plan on August 3, 1988 increased from fifty (50%) percent of Final Average Compensation to fifty-five (55%) percent of Final Average Compensation.

Retirees will be provided medical/hospitalization and prescription drug insurance in retirement as described in Article 39.8.

Actuarial factors used will be the average of the male and female factors.

An annual actuarial report will be provided to Local 1128 within one (1) month of receiving it from the actuary.

The City will fund the General Employees' Retirement System in accordance with the recommendations of a professional actuary.

At the time of retirement, the employee may elect to be covered by any Benefit Group in which the employee was member for at least six (6) continuous months.

If an employee who is vested in the pension plan/contract dies prior to retirement, his/her spouse will receive fifty (50%) percent of the employee's accrued pension benefit for life.

At the time of retirement, an employee may elect to have fifty (50%) percent, sixty-six point seven (66.70%) percent or seventy-five (75%) percent of his/her pension benefit continue for the life of his/her spouse. This election will result in an actuarial reduction of the employee's pension benefit for his/her lifetime. The reduction will vary with the percentage elected and the age of the employee and spouse at the time of the employee's retirement.

Employees certified as disabled by the Social Security Administration will receive sixty-six and two-thirds (66 2/3%) percent of their base salary including Workers' Compensation benefits to a maximum monthly benefit of two thousand (\$2,000) dollars.

The interest rate on employee contributions will be five (5%) percent effective August 3, 1988. Ten (10), fifteen (15), and twenty (20) year certain and continuous options shall be provided on an actuarially reduced basis.

An employee or surviving spouse may, at the time of retirement, request a return of all the employee's contributions with an actuarial reduction in the pension benefit per Table B of the Plan.

Employees who terminate and later return to employment with the City will have their prior service reinstated according to the principle of "Bridging." After the employee has worked an amount of time equal to the employment gap he will receive credit for past service. Any employee who withdrew his/her contributions from the fund will be required to pay five (5%) percent of his/her last year's Final Average Compensation for each full year of service credit reinstated and a pro rated amount for any partial years or receive an actuarially reduced pension.

The changes reflected above will only apply to employees who retire on or after August 4, 1988. Employees whose employment has been terminated or who have retired on or before August 3, 1988 are specifically excluded from these changes.

The following shall apply to employees hired on or after August 4, 1988:

Normal Retirement Date: Fifty-five (55) years of age with ten (10) years of Credited Service.

Normal Retirement Benefit: Two (2%) percent of Final Average Compensation per year of Credited Service to a maximum of twenty-five (25) years of Credited Service.

Early Retirement Date: Fifty (50) years of age with ten (10) or more years of Credited Service.

Early Retirement Benefit: A benefit equal to a benefit which is computed as a normal retirement benefit but actuarially reduced to reflect retirement prior to normal retirement date and based on Final Average Compensation at early retirement date. That benefit equals fifty (50%) percent of Final Average Compensation if the Member has twenty-five (25) years or more of Credited Service, or two (2%) percent per year of Continuous Service if the Member has fewer than twenty-five (25) years but at least ten (10) years of service, multiplied by the actuarial reduction factor specified in accordance with Table A of the Pension Plan.

Late Retirement Date: Anytime following eligibility for normal retirement.

Late Retirement Benefit: A benefit equal to the amount the member would have received had they retired on their Normal Retirement Date, plus an additional two (2%) percent of the Member's Final Average Compensation for each year worked between their Normal Retirement Date and Late Retirement Date.

Vesting: Ten (10) years of Credited Service in Plan.

Disability: Ten (10) years of Credited Service in Plan.

Final Average Compensation: The average of the Member's compensation for the five (5) consecutive years prior to Retirement Date that produce the highest average, excluding vacation and sick leave banks and other banks

Employee Contributions: Five (5%) percent of the Member's compensation, excluding vacation and sick leave banks and other banks.

Pre-retirement Death Benefit: Refund of contributions or fifty (50%) percent of the employee's vested benefit to spouse or dependent children, whichever is higher.

Termination Prior to Vesting: Refund of employee contributions.

Effective December 21, 2004, the Pension Plan will be amended to incorporate the following benefits:

The City agrees that the conditioned pension enhancements described in paragraphs 1 and 2 below shall extend to Local 1128 employees hired after August 4, 1988 who are eligible to participate in the General Employees' Retirement System.

1) The pension multiplier will increase from 2% to 2.2% as of January 1, 2009, or when the first annual pension valuation date on which the General Employees' Retirement System ("Pension Plan") actuary, currently Gabriel, Roeder, Smith, determines that the Pension Plan would be fully (100%) funded if the Pension Plan's current liability as of that valuation date was calculated using the 2.2% multiplier, whichever comes first.

2) The age and service requirements for normal retirement benefits under the pension plan will be changed from 55 years of age and 10 years of service to 55 years of age and 10 years of service or 50 years of age and 25 years of service, as of January 1, 2009, or as of the first annual pension valuation date on which, the Pension Plan's actuary, currently Gabriel Roeder, Smith, determines that the Pension Plan would be fully (100%) funded if the Pension Plan's current liability as of that valuation date was calculated using the aforementioned service requirements, whichever comes first. (Note: This improvement will result in the late retirement benefit commencing after age 55 with 10 years of service or after age 50 with 25 years of service.)

The parties recognize that the conditions described in paragraphs 1 and 2 above may occur separately or simultaneously, and upon the conditions of either paragraph 1 or 2 being met, the pension enhancement described therein shall become permanently effective for all active and future members of Local 1128 who are eligible to participate in the General Employees' Retirement System at the time that such enhancement becomes effective.

The interpretation of all of the above is subject to the grievance and arbitration procedure.

40.2 Defined Contribution Pension Plan: Employees hired on or after December 22, 2004 shall not be eligible to participate in the General Employees' Retirement System. Said employees shall be eligible to participate in the City's Defined Contribution Pension Plan, with a five (5) year vesting term. Employees may make a maximum four (4%) percent pre-tax contribution. The employee will receive an employer match of one hundred (100%) percent of the employee's contribution (pre-tax or after tax) up to four (4%) percent of the employee's wages subject to the vesting requirements set forth by the Plan.

Employees participating in the City's Defined Contribution Plan shall be eligible for medical/hospitalization benefits in retirement, as described in Article 39.8, upon completing 15 years of active service and attaining the age of 55.

#### ARTICLE 41 CLASSIFICATION WAGE RATES

Upon ratification all current members of the bargaining unit shall receive a one time \$350.00 signing bonus.

41.1 Effective 07/01/06 to 06/30/07 - No salary increase or a "me too" whereby, should any bargaining unit in the City receive an across the board increase in pay through a new collective bargaining agreement negotiated and agreed to after June 30, 2006, the same increase will be provided to Local 1128. This provision shall not apply to pay increases awarded through Act 312.

Effective 07/01/07 to 06/30/08 - A one percent (1%) increase or "me too", whichever is greater, excluding Act 312 pay increases.

Effective 07/01/08 to 06/30/09 - A one percent (1%) increase or "me too", whichever is greater, excluding Act 312 pay increases.

Effective 07/01/09 to 06/30/10 - A one percent (1%) increase or "me too", whichever is greater, excluding Act 312 pay increases.

41.2 Employees will receive pay rate increases, as specified in the attached Wage Scale, every six months until they reach the full rate of pay. If they bid to another job or are bumped into another job, they will receive the rate of pay which corresponds to the number of months they have worked for the City as a Bargaining Unit employee. If the City hires mechanics or inspectors from outside, it may place them anywhere in the pay range up to the 36 month rate.



ARTICLE 42  
LONGEVITY PAY

- 42.1 All employees shall receive longevity pay based on the following schedule:
- A. Four (\$4.00) Dollars per month for each month of actual service, beginning after the fifth year of service retroactive to their date of hire as a full-time, permanent employee. Upon completion of ten (10) years of actual service, the monthly credit shall be increased to Six (\$6.00) Dollars per month retroactive to their date of hire as a full-time, permanent employee. (Employees on approved medical leave as defined in Article 10, or who are on leave related to an on-the-job injury as defined in Article 26, shall receive credit for "actual service" for the time in which they are on said leaves).
  - B. Payment shall be made by direct deposit between December 1st and December 15th of each year and will be paid for the year beginning December 1st through November 30th.
  - C. In case of retirement or termination, longevity shall be paid on a pro-rated basis at the time of departure from active service with the City (i.e., the employee shall be paid longevity pay for each full month worked since the last December 1st, calculated based on the total months of service by the employee at the time of retirement or termination). By way of example:

Employee has 100 months of service at time of retirement or termination. Employee's date of retirement or termination is June 1st. At the longevity rate of Four Dollars (\$4.00) per month for each month of service, employee is entitled, upon retirement or termination, to a longevity payment of \$200 (\$400 annually, pro-rated to six months).

ARTICLE 43  
COMPLETE AGREEMENT

43.1 The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement.

43.2 Therefore, it is agreed that the terms herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement is hereby waived by the City and the Union for the term of this Agreement.

ARTICLE 44  
COPIES OF THE AGREEMENT

44.1 The Employer agrees to supply the Union with one hundred fifty (150) copies of this Agreement.

44.2 Said Agreement shall be printed in booklet form by a union shop or, at the City's option, printed in-house by the City, and shall include the complete Agreement with all insurance programs, pensions and classifications.

44.3 No part of this Agreement, including insurance programs, pensions, classifications, wage rates, or any of the fringe benefits, can be changed without the mutual agreement of the Employer and Union.

ARTICLE 45  
DURATION

45.1 This Agreement shall become effective on the date of ratification by both parties and shall remain in effect through June 30, 2010.

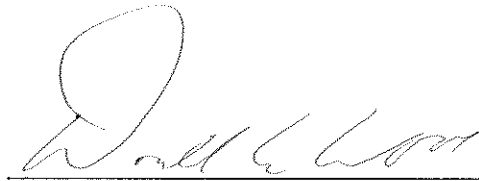
45.2 The terms and conditions of this Agreement will be in full force and effect through June 30, 2010, with the exception that Article 5.2 and Article 21.1 shall be continued in full force and effect and shall not be subject to cancellation until a new Agreement is ratified by the Union and the Employer. This Agreement shall be extended automatically; however, either party may terminate this Agreement with the exception of Article 5.2 and Article 21.1 by giving a ten (10) workday written notice to the other party.

The foregoing Agreement has been duly ratified by the membership of AFSCME, Local 1128, AFL-CIO, on December 15, 2006 and approved by the Taylor City Council on December 19, 2006

**For the City:**



Cameron G. Priebe, Mayor

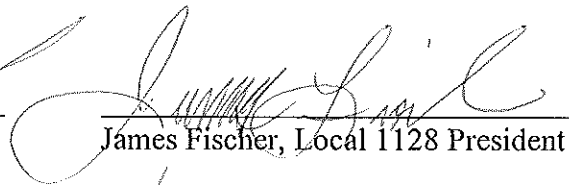


Don Wood, Director of Human Resources

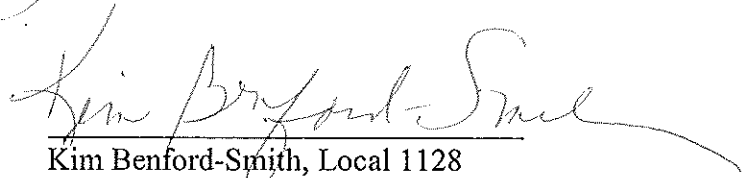
**For the Union:**



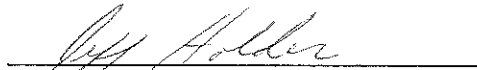
Richard Johnson, Staff Representative  
AFSCME Council 25



James Fischer, Local 1128 President



Kim Benford-Smith, Local 1128  
Bargaining Committee



Jeff Holder, Local 1128  
Bargaining Committee

**LOCAL 1128  
NON-CLERICAL WAGE SCALE  
EFFECTIVE**

**07/01/2006 thru 06/30/2007**

PAY RANGE	CLASS	HIRES	6 MOS.	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
1	MAINTENANCE WORKERS (Hired on or after 12/22/2004) Custodians Laborer/Sanitation, Highway, Parks, Water & Sewer	\$12.2190	\$13.0918	\$13.9646	\$14.8374	\$15.7102	\$16.5830	\$17.4558
1	MAINTENANCE WORKERS (Hired on or before 12/21/2004) Custodians Laborer/Sanitation, Highway, Parks, Water & Sewer	\$14.1318	\$15.0503	\$15.9690	\$16.8736	\$17.7918	\$18.7106	\$19.6292
2	OPERATOR 1 Operator 1, Truck/Tractor Driver Sanitation, Highway, Parks, Meter Reader/Water & Sewer Mechanic's Helper/Maintenance Tool Crib Attendant/Maintenance Operator 1/Salt & Sand Spreader/ Highway	\$14.1318	\$15.1070	\$16.0820	\$17.0714	\$18.0463	\$19.0213	\$19.9965
3	OPERATOR 2 Tap Crew/Water & Sewer (Water Sewer System Maintenance Operator 2/Highway (Sign & Striper Truck), Tar Kettle Chipper w/Claw	\$14.1318	\$15.1916	\$16.2515	\$17.3115	\$18.3713	\$19.4312	\$20.4770
4	OPERATOR 3 Dog Warden/DPW Tree Trimmer/Highway Customer Service/Water & Sewer Meter Technician/Water & Sewer Operating Supervisor/Parks Sewer Machine/Highway/Water & Sewer, Vac. All/Sweeper & Underblade/Highway Tractor w/Front End Loader/ Highway, Parks, Water & Sewer Sweeper Operator	\$14.1318	\$15.2905	\$16.4353	\$17.5941	\$18.7529	\$19.9117	\$21.0564

LOCAL 1128  
NON-CLERICAL WAGE SCALE  
EFFECTIVE

07/01/2006 thru 06/30/2007

PAY RANGE	CLASS	HIRE	6 MOS.	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
5	OPERATOR 4 Operator 4/Tractor w/Back Hoe/ Sewer Operator 4 Grader, Crane, Gradall/Highway Assistant Poundmaster Bobcat, Payloader, Tubgrinder, Bulldozer, Certified Tree Trimmer	\$14.1318	\$15.3754	\$16.6191	\$17.8627	\$19.1061	\$20.3639	\$21.6076
6	OPERATOR 5 Large Meter Repair/Customer Service Video Pipeline Inspection Unit	\$14.1318	\$15.4602	\$16.7744	\$18.1028	\$19.4171	\$20.7454	\$22.0598
6	MECHANIC Mechanic/Maintenance	\$14.1318	\$15.4602	\$16.7744	\$18.1028	\$19.4171	\$20.7454	\$22.0598
7	MECHANIC/OPERATOR Mechanic/Parts Room Coordinator	\$14.1318	\$15.5321	\$16.9322	\$18.3324	\$19.7327	\$21.1329	\$22.5330
8	BUILDING UTILITY Leader Mechanic/Maintenance	\$14.1318	\$15.6156	\$17.0853	\$18.5693	\$20.0389	\$21.5228	\$23.0065
9	INSPECTORS Inspectors/Building Dept. Master Plumber	\$14.1318	\$15.8558	\$17.5658	\$19.2900	\$21.0139	\$22.7382	\$24.4479

**LOCAL 1128  
CLERICAL WAGE SCALE  
EFFECTIVE 07/01/2006 thru 06/30/2007**

PAY RANGE	CLASS	HIRE	6 MOS.	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
1	CLERK 1 (Hired on or after 12/22/2004) (Hired on or before 12/21/2004) Account Clerk Tax Clerk Billing Clerk Receptionist	\$10.6955	\$11.3853	\$12.0752	\$12.7650	\$13.4549	\$14.1448	\$14.8346
		\$14.1318	\$14.8807	\$15.6298	\$16.3788	\$17.1276	\$17.8768	\$18.6257
2	CLERK 2 (Hired on or after 12/22/2004) (Hired on or before 12/21/2004) Stenographer Asst. Bookkeeper Code & Ordinance Clerk Cashier Dispatcher/City Wide Department Secretary Bookkeeper Payroll Clerk	\$11.7651	\$12.5238	\$13.2827	\$14.0415	\$14.8004	\$15.5593	\$16.3181
		\$14.1318	\$15.3330	\$16.5343	\$17.7213	\$18.9083	\$20.1096	\$21.2965
3	APPOINTED CLERK	\$14.1318	\$15.5167	\$16.9017	\$18.2866	\$19.6745	\$21.0564	\$22.4414