

A G R E E M E N T

between

CITY OF TRAVERSE CITY

AND

TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS

CLERICAL/TECHNICAL

LOCAL 214

Effective 07/01/2005 through 06/30/2008

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the CITY OF TRAVERSE CITY, hereinafter referred to as the "Employer" and TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the "Union".

### **ARTICLE 1**

#### **GENERAL PURPOSE AND INTENT**

Pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, the parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

#### Section 1. Union Recognition:

The Union is hereby recognized as the exclusive bargaining agent for all regular Clerical /Technical employees of the City of Traverse City, excluding all supervisory, management, confidential, irregular part-time employees, temporary employees, and all employees specifically covered by other collective bargaining agreements.

#### Section 2. Union Security - Agency Shop:

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- A. Membership in the Union is separate, apart and distinct from the assumption by one of an employee's equal obligation to the extent that the employee received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume their fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- B. In accordance with the policy set forth under paragraphs 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) calendar days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) calendar days following the date of employment.
  
- C. Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) calendar days from employee's date of hire, or thirty-one (31) calendar days from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee to be established by the Union in accordance with applicable law (P.A. 390), and certified to the Employer by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for such month thereafter, in an amount equal to the regular and usual monthly dues.

### Section 3. Deduction of Dues.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 214, provided, however, the Union presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- A. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
  
- B. Monthly agency fees, Union dues and initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

### Section 4. Save Harmless Clause:

The Union agrees that in the event of litigation against the City of Traverse City, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

## **ARTICLE 2**

### **NO STRIKE - NO LOCKOUT**

It is agreed that during the term of this Agreement, and while both parties are willing to continue negotiations for the renewal of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns or interruptions of service. All matters in dispute shall be handled in the manner provided by the grievance procedure and other contract provisions.

The Employer agrees, as a part of the consideration of this Agreement, that neither the Union, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report to work, slowdowns or stoppages of work if:

- A. The Union gives written notice to the Employer and the employees involved within twenty-four (24) hours of such action that it has not authorized the stoppage, strike, slowdown or suspension of work and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement.
- B. The Employer and the Union agree that the parties may jointly or separately publicize through the media the unauthorized walkout or work stoppage.

Any individual employee or group of employees who violate or disregard the prohibition of the section above may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

- C. Employees will not be subject to the disciplinary action for refusing to cross a picket line of a Union of another employee, if such action endangers the personal safety of the employee. Because the Employer is in the business of providing essential services, however, the Employer may require employees to cross a picket line if adequate protection is provided for the personal safety of the employees.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

The Union recognizes the rights of the Employer to operate and manage its affairs and to direct its work force in accordance with its responsibility as mandated by the City Charter. The Employer has all the customary and usual rights, power and functions of management. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer. The enumeration of management's rights in this Article is not to be construed as being

all-inclusive, but rather as an indication of the type of rights inherent to management.

## Section 2.

The Union recognizes the exclusive right of the Employer to establish reasonable work rules, make work assignments, determine reasonable schedules of work, determine established methods, processes and procedures by which work is to be performed as set work standards.

## Section 3.

The Employer has the right to schedule overtime work as required and consistent with the provisions of this Agreement.

## Section 4.

The Union recognizes that the Employer has statutory and charter rights and obligations in managing its municipal operations and determining service levels. The rights of contracting and subcontracting are reserved by the Employer. Provided however, if the contracting or subcontracting of any work presently performed by the bargaining unit results in the full or partial layoff of bargaining unit employees, the Employer shall provide the Union with written notice immediately upon its' seeking proposals for contracting or subcontracting such operations. The notice shall detail the nature, scope, and term of the work to be contracted and the impact on bargaining unit employees.

If Notice, required by this section, is served to the Union, the Employer and the Union shall, within ten (10) calendar days of receipt of said notice, enter into negotiations for the purpose of minimizing the effects of the proposed contracting or subcontracting on bargaining unit employees. The Employer has the right to absorb these employees who would otherwise be displaced into its workforce consistent with the terms of the collective bargaining agreement. If the parties are not able to reach agreement on alternatives to the proposed contracting or subcontracting prior to the date the contract or subcontract is to take effect, the Employer shall provide the following separation plan for any bargaining unit employee who loses their job, including any employee displaced and duly laid off due to bumping, as a result of such contract or subcontract. Excluded from the following provisions are those employees who are absorbed by the contractor, for a period of not less than one year at a pay level (inclusive of fringe benefit cost) commensurate with that of which they enjoyed, employees who refuse employment

with the contractor, voluntary terminations and/or layoffs, or employees who voluntarily retire under the provisions provided for with the Michigan Municipal Employees Retirement System:

- A. Separation pay will be based on the following factors:
  - Less than five years of service (excluding probationary employees) . . . . Four Weeks
  - Five years, but less than eleven years of service . . . . . Six Weeks
  - Eleven years, but less than twenty-one years of service . . . . . Twelve Weeks
  - Twenty-one years or more of service . . . . . Fifteen Weeks
  
- B. The employee's health, life and optical/dental insurance coverage will be paid by the Employer for three (3) months following the employee's layoff. COBRA extension will continue benefits at the employee's option thereafter for the prescribed period of time allowed under the regulations.

Section 5.

The Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principle duties and range of skills are enumerated in class specifications and job descriptions, incidental duties similarly related, although not enumerated, are intended to be performed by employees.

Section 6.

The responsibilities of the City Manager and the department heads shall be governed by City charter provisions. These responsibilities include, but are not limited to, the right to hire, assign, transfer and promote employees to positions within the City, to suspend, demote, discharge or take other disciplinary action against employees; to layoff employees for lack of work or funds or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive; to determine methods, means and personnel necessary for departmental or City operations and to control departmental or City budget; to administer pay and fringe benefit plans; and to provide reasonable rules and regulations and to recommend resolutions and ordinances for the above purposes not inconsistent with the provisions of this Agreement.

It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a circumstance or combination of circumstances beyond the control of management which calls for immediate action whereas it may be required to assign employees out of class regardless of seniority. After the emergency subsides, the Employer agrees to move without undue delay to call in or otherwise assign the appropriate employees and classifications.

## **ARTICLE 4**

### **DEFINITION OF EMPLOYEES**

#### Section 1. Regular Full-Time Employees.

Employees normally scheduled on a regular basis to work forty (40) hours per week and listed as regular full-time employees on the Employer's Table of Positions, shall be considered as regular full-time employees and shall be subject to all the terms of this Agreement.

#### Section 2. Regular Part-Time Employees.

Employees normally scheduled on a regular basis to work twenty-five (25) hours to forty (40) hours per week and listed as regular part-time employees by the Employer's Table of Positions, shall be considered as regular part-time employees and shall be subject to all the terms of this Agreement unless otherwise specified elsewhere in this Agreement.

Part-Time employees will receive one-half (1/2) of the benefits received by full-time employees as follows:

- A. Holiday Pay
- B. Vacation Days
- C. Short-Term Leave
- D. Hospitalization Insurance (the Employer shall offer the employee the opportunity to be covered at group rates with the cost of the premium divided equally by the Employer and the employee).
- E. Eye and Dental (the Employer shall offer the employee the opportunity to be covered at group rates with the cost of the premium divided with the Employer paying no more than \$6.00 per week).

#### Section 3. Temporary Employees.

The Employer reserves the right to hire temporary employees for special projects, to supplement the work force, or to temporarily replace bargaining unit employees who are on extended temporary leaves or medical leaves. Temporary employees shall not be hired in any one position for more than six (6) months in any consecutive twelve (12) month period, unless an extension is granted by the Union, provided however that temporary employees used to replace bargaining unit employees on medical leave shall be permitted to work the duration of the medical leave. Such employees shall not be subject to the terms of this Agreement. It is agreed between the parties that the temporary employees shall not be used to displace or reduce the hours of full-time employees in the bargaining unit.

#### Section 4. Irregular Part-Time Employees.

Those employees hired on a limited part-time basis and who work twenty-four (24) or less hours per week are classified as irregular part-time employees and shall not be subject to the terms of this Agreement. The Employer shall provide the Union with notification of the employee hired, the department employed in, and the hours and days per week of employment.

#### Section 5. Probationary Employees.

New hired covered by this Agreement shall be on probationary status until they have actually worked sixty (60) days. Only completed days Monday through Friday will be used to satisfy this requirement. Upon completion of thirty (30) worked days, a written evaluation of the progress of the employee's performance will be made and reviewed with the employee. An employee's probationary period may be extended for an additional sixty (60) worked days provided the Employer give advance written notice indicating the specific job competencies which haven't been reviewed/or achieved along with a written plan identifying a training program schedule inclusive of the training to be provided. Training will be provided by qualified trainers. Upon completion of the probationary period, the employee shall be placed on the regular seniority list and their seniority shall commence on their date of hire. Probationary employees may be laid off or dismissed without recourse to the grievance procedure except where the layoff or dismissal was due to the employee's union activities. Notice of layoff or dismissal of a probationary employee shall be promptly given to the Union with a copy to the Steward.

Upon completion of the first sixty (60) worked day probationary period, the employee shall be

afforded fringe benefits pursuant to the terms of this Agreement and the appropriate plan providers to be effective the first day of the month following completion of the sixty (60) worked days.

**ARTICLE 5**  
**NEGOTIATING COMMITTEE**

Members of the Union may be represented by a negotiating team consisting of not more than two (2) City employees. Selection of these employees shall be in any manner determined by the Union, however one (1) member shall be a Steward. When bargaining occurs during their normal work shifts, they shall be released for such purposes without loss of time or pay.

In no event will the Employer compensate an employee for hours spent for bargaining purposes beyond their normal work shift.

**ARTICLE 6**  
**REPRESENTATION**

Section 1. Stewards Recognition.

The Employer agrees to recognize one (1) Steward and one (1) Alternate Steward for the bargaining unit employees covered by this Agreement:

Section 2. Steward Duties and Responsibilities.

The authority of the Steward and alternate so elected by the membership shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - 1. have been reduced to writing, or
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 3. Procedures for Stewards.

The Steward or alternate Steward, in the Steward's absence, during their regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from their supervisor to do so.

The Union agrees that the Steward will not let their stewardship interfere with their duties or the operations of the Department.

The supervisor shall grant permission for the Steward to leave work for the purposes above within twenty-four (24) hours of such a request to do so, with the exception of times and extraordinary work pressure or periods of emergency. The privileges of the Steward leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

Employees abusing such time shall be subject to disciplinary action. No overtime shall be paid for Union activities.

The Steward may be required to record time spent on Union matters. All such Stewards will perform their regular assigned work at all times except whenever permitted to leave their work to process grievances as provided herein.

#### Section 4. Alternate Stewards.

An alternate Steward may be designated for each regular Steward listed herein, to act when the regular Steward is absent.

Union Stewards and alternates shall not meet on Employer time to confer on matters not specifically permitted under the terms of this Agreement.

Alternate Stewards shall only act in the capacity of the elected Steward in the elected Steward's absence.

Employees who violate these provisions shall be subject to disciplinary action up to and including discharge.

#### Section 5. Notification.

The Union shall furnish the Employer, in writing, the names of its business representative, stewards and alternate stewards for the bargaining unit and shall promptly notify the Employer of such changes that may occur from time to time.

Section 6. Union Visitation:

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for the time and place prior to the occurrence of such visits.

**ARTICLE 7**  
**SENIORITY**

Section 1. City-Wide Seniority.

City-wide seniority is defined as the length of the employee's continuous service with the Employer in any job classification commencing with his/her last date of hire, and shall be utilized for the purposes of determining benefit levels.

Section 2. Bargaining Unit Seniority.

Bargaining unit seniority is defined as the length of the employee's continuous service in the bargaining unit commencing with his/her last date of hire within the bargaining unit and shall be utilized for purposes of layoff and recall, promotions, transfers, and vacation disputes.

Section 3. Seniority List.

The Employer shall post a list of the employees in each department in the order of their seniority. This list shall be posted in a conspicuous place in each department annually. Employees who have the same date of hire, and have accumulated the same amount of seniority since their hire will be placed on the seniority list by draw.

Section 4. Loss of Seniority.

An employee's seniority with the Employer will terminate if the employee:

- A. Quits or retires.
- B. Is discharged for just cause.

- C. Has three (3) consecutive days of unauthorized absence.
- D. Fails to report for work as required following notice of recall.
- E. Fails to return to work within three (3) consecutive days of the date following a leave of absence or vacation, unless a satisfactory reason is given or because of an emergency situation.
- F. Is laid off for a period of more than two (2) years.

Section 5. Promotion Outside Bargaining Unit.

An employee in a classification represented by the Union who has been in the past, or will in the future, be promoted to a position outside the bargaining unit, shall serve an orientation period of sixty (60) working days in the non-bargaining unit position. If, during the orientation period, the employee elects not to remain in such position, the employee may return to the bargaining unit in the same position of which the employee left without loss of seniority.

This provision shall not preclude the Employer, during such orientation period, to demote the employee to their former position, if in the opinion of the Employer, the employee is not performing satisfactorily. In this case, the employee will return to the former position and seniority status.

After completion of the orientation period, a promoted employee no longer in the bargaining unit may regain bargaining unit seniority status if there is an open position which the employee has previously held prior to the promotion. Upon return to the bargaining unit, the employee shall maintain the bargaining unit seniority that was held prior to the promotion to the non-bargaining unit position.

All vacancies created by promotions outside the bargaining unit shall be of a provisional status during the orientation period. Upon completion of the orientation period, all provisional appointments shall become permanent.

**ARTICLE 8**

**LAYOFF PROCEDURE**

Section 1.

The Employer reserves the right to lay off for lack of work or lack of funds or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful or unproductive. The City Manager shall determine the type of activities to be curtailed and the classes

or positions to be affected. If at all possible, prior to such lay off, the Union will be notified, in writing, at least ten (10) work days prior to such lay off and a meeting will be held to see if such lay offs can be avoided by exercising alternatives mutually agreed upon by both parties.

#### Section 2.

Layoffs shall be by job classification within a Department and the following order shall be followed:

#### Section 3.

The order of layoff, within the Department by classification shall be:

1. Temporary Employees
2. Irregular Part-time Employees
3. Probationary Employees
4. Remaining seniority employees to be laid off in the affected classifications.

#### Section 4. Bumping.

Upon being laid off from their classification an employee who so requests shall, in lieu of layoff, be permitted to take a classification in another equal or lower classification, provided however that they have more bargaining unit seniority than the employee they are to replace, and that they are able to perform the required duties of the position.

Any employee who is displaced by a laid off employee who exercises his/her option to bump, shall also have the right to take another classification in lieu of layoff according to the terms of this Section.

#### Section 5.

It is understood that in every case of displacement, the displacing employee must have the ability, to perform the work with only minimal training. Any and all employees displacing other employees due to layoffs will have seven (7) working days within which to demonstrate their ability to perform the work. Failure on the part of the employee to demonstrate their ability to perform the work will result in being laid off without further recourse from the employee's original classification.

#### Section 6.

Employees bumping into another classification will receive the rate of pay and benefits for that classification. No bumping into a higher class or rate of pay is permitted. It is understood that the employee will have no choice of assignment, but must displace the least senior appropriate employee.

#### Section 7.

If regular full-time employees are laid off, it is understood that they will be offered the opportunity for any available temporary jobs they may be qualified to perform, at the applicable rates of pay and benefits for those jobs.

#### Section 8.

During a period of a layoff in a Department, the Employer will not substantially expand the duties of part-time or temporary employees simply to avoid rehiring permanent employees on layoff. It is understood that this provision is to be interpreted reasonably, as some part-time or temporary job duties may overlap with full-time job duties.

#### Section 9. Recall.

When it is determined that the Employer will recall, recall will be done in inverse order of layoff in the classification affected by the recall. It is understood that the Employer retains the right to decide which services are to be resumed, and to recall those employees appropriate to the resumed services.

An employee recalled to work to the same or equal classification must accept such unless the employee has accepted a new position with the Employer, and, in which case, he/she shall not have recall rights to his/her former classification. An employee who takes a lower paying classification in lieu of layoff shall have recall rights to his/her former classification if a position reopens. No position shall be posted nor a new employee hired for a position from which employees with recall rights are laid off until all employees in that position are recalled to work.

#### Section 10. Recall Notice.

In the event of a layoff, an employee so laid-off shall be given fourteen (14) calendar days notice of recall to work, mailed to the employee's last known address by registered or certified mail. In the

event the employee fails to make oneself available for work or fails to notify their supervisor at the end of this fourteen (14) calendar day period of good cause for this unavailability, the employee shall be deemed to have waived their rights to re-employment. During a layoff, an employee should inform management if the employee is to leave their place of residence for any extended time, and when and how the employee might be contacted in the event of recall.

Section 11.

Nothing herein shall be construed in such a way as to preclude negotiations between the Employer and the Union aimed at avoiding layoff by exercising such alternatives as shortened work days, work weeks or pay reductions.

Section 12.

Within the Department by classification, Stewards shall continue to work notwithstanding their position on the seniority list as long as there is a job in their classification that they have the present ability to perform. This provision shall not apply to Alternates.

**ARTICLE 9  
RESIDENCY**

Employees must live within a radius of fifteen (15) miles or twenty (20) road miles of the City limits as measured from the nearest City limit. Employees who live outside the City limits shall be permitted to remain in such place of residence, but if they move, must move within the above mentioned distance.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

Section 1. Steps in the Grievance Procedure.

Grievances shall be limited to matters of interpretation or application of the terms of this Agreement or the rules and regulations promulgated by the Employer. Any employee having a grievance shall take it up for settlement in accordance with the following steps:

**Step 1:**

Any grievance shall first be discussed between the employee or employees concerned together with a Steward, if desired, and the immediate supervisor within five (5) working days from actual discovery of the basis for the grievance or from the date when the basis for the grievance should reasonably have been discovered. The supervisor shall give an answer to the grievance within two (2) working days after the verbal discussion.

**Step 2:**

Grievances not settled in Step 1 shall, within two (2) working days of the Step 1 answer, be reduced to writing to include the perceived violation, or interpretation, of the collective bargaining agreement language, identifying the Article(s) and Section(s), date(s) or timetable, events, employee(s) involved, and remedy, and presented to the Department Head, or Department Head's designate. The Department Head shall, within three (3) working days of receipt of the written grievance, schedule a meeting with the Steward or Union Representative to further discuss the matter. The employee may attend this meeting with the Steward or Union Representative. The parties shall make every attempt to satisfactorily resolve the grievance at this meeting. The Department Head (or designate) shall give a written answer to the grievance within five (5) working days of this meeting with a copy to the Union and the employee.

**Step 3:**

If the grievance is not settled in Step 2, the Union may refer the grievance to the City Manager, or designee within five (5) work days of the Step 2 response. A meeting will be scheduled between the City Manager, or designee, the Union Business Representative, the grievant, and appropriate Steward following receipt of the grievance by the City Manager's office to attempt to resolve the issues. The City Manager, or designee, will provide a written response to the Union Business Representative and Steward within five (5) work days after the conclusion of the meeting, unless extended by mutual agreement.

**Step 4:**

In the event the last step fails to resolve the grievance, either party may appeal the grievance to Arbitration within forty-five (45) calendar days of the Employer's last written answer.

**Time Limits:**

If the time limits are not met by either party, the grievance shall be settled in favor of the non-defaulting party. Time limits may be extended by mutual written agreement of the parties.

Section 2. Selection of Arbitrator:

Any grievance that is to be arbitrated, upon proper notification as provided in this Agreement, may be submitted to one (1) arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained, the Arbitrator will be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the Arbitrator. The compensation and expenses of the Arbitrator shall be shared equally by the Employer and the Union. The employee involved, or if a group grievance, one (1) representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

Section 3. Arbitrator's Power:

The Arbitrator shall be limited to the application and interpretation of this Agreement. The Arbitrator shall also be obligated to interpret this Agreement in light of laws applicable to and affecting municipalities. The Arbitrator shall have no power to:

- A. Add to, or subtract from, alter or modify any of the terms of this Agreement.
- B. Establish wage scales except as provided for under the terms of this Agreement.
- C. Require the Employer to purchase building, equipment or material.
- D. Substitute the Arbitrator's discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement.
- E. Decide any question which, under this Agreement, is within the responsibilities of management to decide. In rendering decisions, an Arbitrator shall have due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

Section 4. Arbitration - General Provisions:

- 1) In the event that a case is appealed to an Arbitrator on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- 2) There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employees or employee involved, and the Employer. The Union shall discourage any attempt of its members and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue.
- 3) The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Other records pertaining to a specific dispute may be examined by the Union upon specific grievance subject to the applicable State laws.
- 4) Grievance forms shall be mutually agreed upon.

## **ARTICLE 11**

### **DISCIPLINARY ACTION**

#### Section 1.

Disciplinary action, up to and including suspension, or demotion, or discharge may be made for just cause. It is recognized, however, that the principles of progressive discipline will normally be followed, except in serious cases.

#### Section 2.

Copies of specific charges, in writing, will be given to or mailed to the employee within seventy-two (72) hours at the employee's last known address, and a copy mailed to the Union. An employee who is discharged will have the right to meet with their Steward prior to leaving City property.

## **ARTICLE 12**

### **PROMOTIONS AND VACANCIES**

#### Section 1. Definitions.

- A. A promotion is defined as a status change from an employee's present classification to a classification of a higher maximum salary.
- B. A vacancy is defined as an opening in a classification in the bargaining unit.

## Section 2. Posting Requirements.

- A. All promotions and vacancies will be announced in writing and posted for five (5) working days in all departments.
- B. Employees who have completed their probationary period will be eligible to apply for posted vacancies or promotions. The Human Resources Office will accept all applications made during the (5) day posting period.
- C. The posting shall include minimum qualifications for the position in order to provide applicants an idea of the level of skill and ability required, training or formal education needed, physical ability and bonafide occupational qualification (B.F.O.Q.).
- D. The Human Resources Office will evaluate all applicants to determine if they possess the minimum qualifications for the job.
- E. Applicants will be further reviewed by the Human Resources Office and/or the Department Head to determine eligibility, including ability to learn new skills, initiative, reliability, and other applicable B.F.O.Q.

## Section 3. Filling Vacancies.

Vacancies shall be filled in the following order:

- 1. Qualified employees within the bargaining unit. If two (2) or more applicants are qualified City-wide seniority shall prevail. Preference will be given to bargaining unit applicants whose qualifications are substantially equal to the Employer's posted qualifications.
- 2. Qualified non-bargaining unit employees currently working for the City. If two (2) or more applicants in this category are qualified, City-wide seniority shall prevail.
- 3. If no employee is determined to be eligible, the Employer may advertise and select from external candidates.

Employees determined to be not qualified will be notified stating reasons for disqualification. Upon request, the Employer will provide written notification of the reasons.

## Section 4. Provisional Appointment:

All promotions or vacancies filled through the internal job posting, shall be provisional for a

period of ninety (90) days. During this time, the employee may return to their prior classification or the Employer may return the employee to their prior classification if the employee's performance in the new classification is unsatisfactory or, if due to bumping, the provisional appointee in the next higher classification returns to their prior position.

The employee shall be provided training and/or orientation to the functions of the new position.

Section 5. Wage Increases from Promotions:

An employee promoted to a higher classification shall be placed at the step that affords them an increase from their current rate of pay. The employee's anniversary date for classification seniority shall be the date of promotion.

Section 6. Waiver of Limitation:

Nothing in this Article shall be construed to limit the Employer's authority to assign appropriate duties to employees working in their classifications or, on occasion, assign work which is normally assigned employees in lower classifications.

Section 7. Out of Class Work Assignments:

When it is necessary for the Employer to temporarily assign an employee to work in a higher classification, such assignment shall be first offered to qualified employees in the range immediately below the range where the work is being assigned, by seniority where it can be reasonable accommodated.

When an employee is assigned to work in the higher classification they shall be placed at the step in the higher classification that affords them an increase in pay.

An employee who is temporarily assigned to work in a lower classification shall not suffer a reduction in pay.

Section 8.

A classification may not be removed from the bargaining unit by merely changing the title.

Section 9.

The Employer agrees to give the Union advance notice of the closing of any City facilities or the opening of any City facilities where bargaining unit employees are assigned.

**ARTICLE 13**  
**EQUIPMENT, SERVICES, ACCIDENTS AND REPORTS**

Section 1.

The Employer shall not assign or require an employee to operate unsafe equipment or perform tasks or activities in violation of safety regulation or law. It shall not be a violation of this Agreement where an employee refuses to operate unsafe equipment or perform work in violation of law, unless such refusal is without proper cause.

Section 2.

The Employer shall not require an employee to operate equipment that has been reported and determined as unsafe until the equipment has been properly repaired. Failure to report defective or unsafe equipment, when an employee is aware of this condition, may be cause for discipline.

Section 3.

Where an employee reports a hazardous or unsafe condition and the Supervisor fails to give proper consideration, the matter shall be immediately referred to a Safety Committee member who shall immediately take the matter up with the Employer to assist in determining whether a violation of safety regulations or law exists and what proper corrective measures should be taken. Provided, however, no employee shall be required to operate the unsafe equipment or work in the hazardous condition until they are made safe.

Section 4.

Any employee involved in an accident shall, as soon as practical, report the accident and the damage or injury sustained to their supervisor. When required by the Employer the employee shall complete an accident report in writing on forms furnished by the Employer and shall include all available names and addresses of witnesses to the accident. This written report shall be submitted to the Employer prior to the beginning of the employee's next shift following the accident. Failure to comply with the

provisions of this section may be cause for discipline.

**ARTICLE 14**  
**SPECIAL CONFERENCES**

Special conferences on important matters will be arranged between the Union and a representative of the Employer upon the request of either party. During normal work hours the Steward shall attend special conferences without loss of pay. Such meetings shall be between the Employer and representatives of the Union unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time of the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

**ARTICLE 15**  
**HOURS OF WORK AND PREMIUM PAY**

Section 1.

A normal work week for all employees assigned to the Governmental Center and the Department of Public Services shall be forty (40) hours per week.

Section 2. Overtime Compensation.

Overtime shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours in excess of eight (8) hours in a twenty-four (24) hour period.

Employees whose regular work schedule is Monday through Friday shall receive overtime at the following rates:

- A. After 8 hours per day worked - 150% of regular pay.
- B. After 40 hours per work week - 150% of regular pay.
- C. Saturday worked - 150% of regular pay.
- D. Sunday worked - 200% of regular pay.
- E. Holiday worked - 200% of regular pay, plus holiday pay as described in Article

Employees may opt to take compensatory time off in lieu of overtime payments provided the employee receives approval from their Supervisor. Compensatory time may not be earned or accumulated beyond forty (40) straight-time hours. Usage must be in increments of quarter hours. For purpose of compensatory bank accrual, overtime will be converted into bankable compensatory time at the rate of one and one-half (1½) hours of compensatory for every one (1) hour worked only in quarter hour increments. In the event the conversion from overtime to compensatory time is not equal to a quarter hour at straight time, that portion of overtime will be paid in accordance with Section 2 above. Included with the last pay day of June each year, compensatory time off banks in excess of eight (8) hours will be cashed out.

### Section 3. Call Back Time.

Employees required to report prior to or after their regular scheduled work day shall receive a minimum of two (2) hours call back time and compensated at the rate of time and one-half (1½).

The Employer shall not arbitrarily change the schedules of work to avoid the payment of overtime.

### Section 4. Overtime Assignments.

Overtime assignments shall be made among employees engaged in similar work as far as practicable on a rotating basis, by classification, while still maintaining efficiency of operation. The Employer shall consider seniority in making such overtime assignments when initially invoking the above rotational system.

It is understood that this section not apply to hours worked immediately prior to or after a regularly scheduled shift and shall not require the two (2) hour call minimum call back.

### Section 6. Breaks.

Breaks shall be permitted at mid-morning and mid-afternoon each day. Each of these two breaks shall be for a period of ten (10) minutes. Breaks shall be taken on the job assignment site. If an employee's hours of work exceeds the regular eight (8) hour shift, the employee shall receive an additional break of fifteen (15) minutes.

Section 7. Option to Finish Work Day Prior to Normal Quitting Time.

If an employee is requested to work prior to the normal starting time for the employee's regular shift the employee, at the employee's request, may be permitted to leave work prior to the normal quitting time for the regular shift, provided:

- a) the employee receives approval from the supervisor, and;
- b) the employee has worked at least eight (8) hours, except in the case of illness or emergency, from the time the employee started work on that day.

If an employee leaves work prior to the normal quitting time for the regular shift, subject to the above, the employee shall be paid at their regular rate for the first eight (8) hours of work. If the employee works to the quitting time of their normal work day, the employee shall receive overtime compensation subject to Section 2 of this Article.

**ARTICLE 16**

**CLASSIFICATION CHANGES**

When the Employer significantly changes the duties and responsibilities of a position, it shall establish a pay rate or classification deemed appropriate. The Employer shall notify the Union of such changes.

If an existing employee is in the position to be reclassified, that employee will be given the first opportunity to perform in the reclassified position.

Within thirty (30) days after notification, the Union shall have the right to initiate negotiations with respect to such rates of pay. Failure to reach agreement on the new rate of pay shall be subject to the grievance procedure beginning at Step 3. If no notice of intent to negotiate is given to the Employer by the Union within the thirty (30) day period, the rate of pay established by the Employer shall be final.

**ARTICLE 17**  
**HOLIDAYS**

Eligible employees shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

Section 1.

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government, where applicable.

Section 2.

Employees must work their scheduled day before and their scheduled day after a holiday or be on authorized leave in order to be paid for the holiday.

Section 3.

In the event a holiday falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday.

Section 4.

Eligible employees who perform no work on a holiday shall observe these holidays with the time off at regular pay.

Section 5.

When an employee is called back to work on a holiday, the employee shall be paid double time for hours worked in addition to the employee's holiday pay.

Section 6.

Holiday pay will not be allowed for an employee who, without authorization, does not work when

scheduled on the holiday.

**ARTICLE 18**  
**FUNERAL LEAVE**

Funeral leave, with pay, shall be granted to an employee in the case of death of any relative living within the household of the employee or the death of:

Husband	Wife
Child	Step-Child of Current Marriage
Father	Mother
Sister	Brother
Father-in-law	Mother-in-law
Sister-in-law	Brother-in-law
Son-in-law	Daughter-in-law
Grandfather	Grandmother
Grandchild	Stepmother of Current Marriage
Stepfather of Current Marriage	Grandmother-in-law of Current Marriage
	Grandfather-in-law of Current Marriage

Such leave will be granted on the day requested by the employee for the purpose of attending the services and/or attending to family business related to the death for three (3) consecutive work days, or up to five (5) consecutive work days, if the funeral is more than 300 miles from the Governmental Center. If a service is to be held at a later date, employees will be allowed to utilize a portion of the above granted days in a non-consecutive manner to attend the service at a later date, provided however, non-consecutive work day use shall be approved by the supervisor with documentation provided by the employee.

**ARTICLE 19**  
**PAID VACATIONS**

Full-time employees of the Employer shall earn vacation leave with pay in accordance with the following schedule:

- A. Five (5) work days after one (1) year of continuous service.
- B. Ten (10) work days after two (2) years of continuous service or 10/12ths day per month for each month after the first year.
- C. Fifteen (15) work days after six (6) years of continuous service or 15/12ths days per

month for each month after five (5) years of continuous service.

- D. Twenty (20) work days after fifteen (15) years of continuous service or 20/12ths days per month for each month after fourteen (14) years of continuous service.

Each supervisor shall schedule vacation leave of employees, taking into consideration the relative classification seniority of employees requesting vacation leave. All vacation leave will be scheduled subject to the efficient operation of the Department. For vacations of four (4) days or longer, employees shall be required to submit their requests for vacation at least five (5) working days in advance of their requested leave. In cases where the vacation requested is less than four (4) days, vacation days may be taken in ½ hour increments, but the employee must submit the request forty-eight (48) hours in advance, provided however, employees listed in Appendix A would be allowed to take vacation increments of one half (½) hour or greater.

The supervisor will establish the number of employees in each classification who will be granted vacation at any one time.

Annual vacation leave may be accumulated by an employee not to exceed four (4) work weeks (20 work days) carried over from one (1) year to another. Each year on the employee's anniversary date, accrued vacation leave in excess of four (4) work weeks shall be reduced to four (4) work weeks. Upon separation of service, an employee shall be entitled to compensation for the unused portion of the accumulated vacation leave, up to a maximum of fifteen (15) vacation days.

Vacations scheduled and approved may be canceled in the event of an emergency requiring the services of those scheduled for leave.

Regular part-time employees shall receive one-half (½) of the annual vacation allowed to regular full-time employees.

## **ARTICLE 20**

### **SICK/SHORT-TERM LEAVE**

#### Section 1. Sick/Short-Term Leave

The Employer shall provide each regular full-time employee with Sickness and Accident Insurance coverage which shall provide at a minimum:

- A. Up to twenty-six (26) weeks of coverage per occurrence.

- B. Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- C. A weekly benefit guarantee of  $66\frac{2}{3}\%$  of the employee's gross wage.

On December 1 of each year, each regular full-time employee shall receive seven (7) paid short-term leave days. Short-term leave may be taken in increments of one quarter ( $\frac{1}{4}$ ) hour or greater upon approval of the employee's supervisor provided the employee requests this leave at least twenty-four (24) hours prior. Requests for short-term leave shall not be arbitrarily or unreasonably denied. Where an employee requests short-term leave for an illness, such notice is not required. Short-term leave may not be accumulated. New hires and regular part-time employees shall receive an initial pro-rata amount of short-term leave days based on their date of hire and status. The short-term leave benefit period is from December 1 to November 30 of each year.

Effective the first full pay period following December 1, of each year, each regular full-time and part-time employee shall receive payment for all unused short-term leave, not to exceed seven (7) days, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Employees shall retain all sick leave accumulated through November 30, 1987. Accumulated sick leave may be used by the employee for a bonafide illness or injury only as follows:

- A. In lieu of Sickness and Accident insurance coverage where the employee would otherwise qualify for benefits under the terms of the policy.
- B. For all days not covered by Sickness and Accident insurance, provided the length of time lost, due to the illness or injury, would qualify the employee for benefits under the terms of the policy.
- C. In the event a member of the employee's immediate family living in the same household is ill and a doctor has recommended that the employee remain at home during this illness. The employee must provide the Employer with written verification of the doctor's recommendation to be eligible to use accumulated sick leave for this purpose.
- D. Where the illness or injury arises out of or in the course of employment with the Employer; to provide the difference between the employee's regular pay, based on their normal forty (40) hour work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the day of the injury.

- E. To provide the difference between the employee's regular pay, based on their normal forty (40) hour work week, and the weekly benefit provided through Sickness and Accident Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.

Upon an employee's death or retirement, the Employer shall pay the employee, or the employee's estate, for fifty per cent (50%) of their accumulated sick leave. Such payment shall be at the employee's regular rate of pay at the time of death or retirement. Such payment shall not apply to days accumulated in excess of one hundred and twenty (120) or in excess of the days accumulated by the employee as of July 1, 1971, whichever number of days is greater.

An employee separated from employment with the Employer as a result of contracting or subcontracting, shall receive accumulated sick leave accordingly. The Employer shall pay the employee, at the employee's regular rate of pay, fifty percent (50%) of his or her accumulated sick leave bank up to:

- Zero to ten years of service ..... Twenty days
- Eleven to twenty years of service ..... Forty days
- Twenty-one or greater years of service ..... Sixty days

An employee who has exhausted the paid leave available to them under the provisions of this Article shall be considered on a leave of absence without pay. An employee receiving Sickness and Accident insurance benefits shall be considered on a paid leave for purposes of earning seniority, vacation, short-term leave, and holiday benefits only.

Section 2. Maternity Leave.

- A. Maternity leave shall be treated in the same manner as sick/short term leave. Employees who become pregnant will notify the Employer of their pregnancy. The beginning, length of time and ending of a maternity leave shall be related to the employee's physical ability to perform her work supported by a physician's certificate as well as the physical condition of the child as supported by the employee's physician.
- B. If the employer requires the employee to have a physical examination apart from her regular medical care, the Employer will pay the full cost.
- C. Employees on maternity leave shall be entitled to use, at their option, their sick/short term leave and/or vacation and will continue to accumulate seniority rights.

- D. The Employer will continue to pay the employee's health insurance, life insurance, and dental and optical insurance as long as the employee is on payroll status and for the following two (2) months after the employee is taken off payroll status.
- E. Employees may apply for a leave of absence without pay pursuant with the terms of this Agreement.
- F. An employee may request in writing a parental leave up to six (6) months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which the employee worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of the parental leave shall be terminated.

Effective February 5, 1994, the Family Medical Leave Act (FMLA) provisions may apply to this Article. The employer shall comply with the regulations thereof.

Section 3. Long Term Disability Insurance.

The Employer will provide group Long Term Disability Insurance coverage to all regular full-time employees upon fringe benefit eligibility. The benefit will include:

1. 60% of the first \$6,667 of predisability earnings, reduced by deductible income.  
Maximum: \$4,000 before reduction by deductible income.
2. Benefit waiting period: 180 days
3. Maximum benefit period: Determined by age when disability begins.

**ARTICLE 21**

**MILITARY LEAVE**

Any regular full-time employee who enters active duty with the Armed Forces of the United States by reason of an enlistment or induction, shall be granted a leave of absence without pay for the period of service or duty required. Any employee granted such a leave of absence for military duty as defined in Act 263, Public Acts of 1951, shall be reinstated to the previously held position when the employee has been discharged or separated from the service, provided:

- A. The employee makes application for reinstatement within ninety (90) days after being relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year;
- B. The employee is discharged under honorable conditions and establishes this fact to the satisfaction of the City Manager;
- C. The employee is physically and mentally qualified to perform the duties of such a position if it still exists and is not held by a person with greater seniority.

If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, the employee shall be placed in such other position, the duties of which the employee is qualified to perform, as will provide employee with like seniority status in pay or the nearest approximation thereof consistent with the circumstances of the case.

If the employee's position has been transferred to another agency of the Employer, the employee shall be restored to the same position in the new department. If for any reason it is not feasible for such employee to be reinstated to previous employment, or if the previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority in any other department or agency of the Employer for which the returning veteran is qualified the returning veteran shall be appointed to that position. If it is found that no position is available to such returning veteran and considers being aggrieved over this procedure, the returning veteran may file a complaint in writing with the City Manager.

## **ARTICLE 22**

### **INSURANCE**

#### Section 1. Hospitalization and Medical Insurance.

The employer shall provide the following health benefits, which defined by the current provider, Blue Cross/Blue Shield are identified by the following codes: MVF-1 Certificate; D45NM; FC & SD; PD \$2.00; MMC Option 1: ML; FAERC; Pre-100; PCES 1. A partial description of this coverage is as follows:

- Full cost of comprehensive hospital care providing 365 days of hospital care for general health conditions with full renewal of days after at least sixty (60) consecutive days of being out of a hospital, with up to forty-five (45) of these days used for mental conditions, in a semi-private hospital room. (Comprehensive Hospital Care, MVF Preferred Group Benefit & D45NM)

- Continuation of group coverage for dependent, unmarried children of the subscriber between the ages of 19-25 as defined by the U.S. Internal Revenue Code. (FC)
- Continuation of group coverage for sponsored dependents who are related by blood or marriage, or who reside with the employee as a member of their household as the employee's dependent as defined under the U. S. Internal Revenue Code. (SD)
- Federal legend drugs at a cost of \$2.00 per prescription or refill. (PD \$2.00) A rider to provide the generic equivalent drug at a cost of \$2.00. (PD-MAC)
- Master Medical Catastrophic coverage which adds to the basic coverage which protects the employee and dependents against the costs of unusual or lengthy illness. MMC benefits are available after a \$100 for one person or a total of \$200 for a family deductible in a calendar year. The plan will pay 80% of the approved amount for health care expenses. (MMC Option 1)
- Waiver of member liability of \$5.00 or 10% (whichever is greater) of the approved payment scheduled amount of the physician's charge for: diagnostic laboratory, radiology, pathology, and EKG's. (ML)
- Emergency First Aid provides benefits based on usual, customary and reasonable charges for the initial examination and treatment for emergency first aid and life threatening medical emergencies. (FAE-RC)
- Pre-authorization coverage requires physicians to initiate procedures for all inpatient admissions to hospitals, except those related to emergencies, prior to admission. (Pre 100)
- Precertification of Elective Surgery - Voluntary Second Surgical Opinion coverage provides benefits of second opinion consultations prior to any inpatient elective surgery in hospitals. Surgeries requiring a second opinion: Cataract, Fallopian Tubes, Tonsils, Heart valve, Gall bladder, Ovaries, Nasal, Adenoids, Hysterectomy, Hernia, Heart bypass & Prostate. (PCES I)

It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits.

There may be other plans or insurance carriers offered as options to the employees.

The Employer shall make this coverage available to all regular full-time employees, the employee's spouse, and the employee's dependent children up to the end of the year in which they reach age nineteen (19). Employees shall be required to promptly notify the Employer of any changes in status affecting the employee's coverage. Such notice shall be on forms provided by the Employer. New hires shall be eligible for health insurance coverage pursuant to terms and conditions of the Employers health insurance contract.

The Employer shall be responsible for one hundred percent (100%) of the premium mentioned, plus fifty percent (50%) of any premium in excess of the cap premium. Employees shall be responsible for fifty percent (50%) of any premium in excess of the cap premium and such amount shall be payroll deducted:

Effective July 1, 2003:

Single person	\$267 per month
Double person coverage	\$470 per month
Family coverage	\$496 per month

The Employer agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees, including those who terminate during the year. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.

Employees may select, at their option, to participate in a health maintenance organization (HMO), and/or if available, any other health insurance products and options the Employer makes available in lieu of the specified hospitalization and medical insurance coverage. (See Health Insurance Products and Options Addendum.) Participation shall be subject to the premium limitations noted above.

The Employer reserves the right to change health insurance providers and/or programs. The health insurance provider selected by the Employer shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the Employer shall conform to all of the terms of this Agreement.

There shall be a Health Insurance Committee with participation of one (1) Union representatives from this bargaining unit. This committee shall periodically examine the Employer's health insurance program including, but not limited to, alternative providers, benefits levels, and premiums and shall make recommendations to the Employer regarding such.

The Employer shall provide the Union with written notice of any increase in health insurance premiums or any change in health insurance provider at least thirty (30) days prior to the effective date of such increase or change in provider. The Union may request that the Employer not change providers or request that it seek alternative coverage in lieu of a premium increase.

If an increase in premium would cause an employee to contribute to the premium, the employee shall not be responsible for such contribution until thirty (30) days following written notice to the Union of such increase or the effective date of increase, whichever is later. Provided however, the employees shall have the option of selecting alternative benefit levels and/or providers in lieu of contributing to the premium.

Effective February 5, 1994, the Family Medical Leave Act (FMLA) provisions may apply to this Article. The Employer shall comply with the regulations thereof.

### Section 2. Retirement Health Savings Plan.

The Employer agrees to provide a VantageCare Retirement Health Savings (RHS) Plan through ICMA Retirement Corporation to allow employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent (½%) of an employee's gross salary provided an employee contributes a minimum of one-half percent (½%) of an employee's gross salary to the plan. There shall be no limit on the amount an employee may contribute. Employee's can individually choose investment options offered through this program.

### Section 3. Retiree Hospitalization.

Effective July 1, 1991, retiree hospitalization shall be available for all employees who qualify subject to the following conditions:

- (1) The employee must have a minimum of ten (10) years service with the Employer, and
- (2) The employee must have qualified for a pension under the MMERS retirement system as indicated in Article 23 of this agreement, and
- (3) The employee must be collecting a MMERS pension.

The Employer shall contribute toward the retiree's and the retiree's spouse's health insurance coverage for the life of the retiree and spouse. Coverage for the spouse will terminate in the event of divorce or remarriage of the surviving spouse (except for COBRA requirements). Employer contributions will be two hundred twenty-five dollars (\$225) per month.

Retiree hospitalization coverage shall be available under the employer's Blue Cross/Blue Shield

of Michigan plan or a substantially equivalent plan and/or any other health insurance products and options the employer makes available and will be subject to provisions of the insurance providers and subject to agreement by the retiree group covered currently. Future retirees must enroll in the health insurance plan one (1) year prior to retirement to be afforded that retiree health option at retirement. Upon the retiree attaining age 65 this coverage will change to supplemental coverage to Medicare.

Section 3. Life Insurance.

The Employer shall provide at its expense, term life insurance in the amount of fifty thousand dollars (\$50,000.00) and term accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000.00) for each employee of the unit.

**ARTICLE 23**

**PENSION BENEFIT**

All employees covered by the terms of this Agreement shall be covered by the Michigan Municipal Employees Retirement System (MMERS), Plan B-3, including the F55/25, V-6, and E-2 benefit program. The Employer shall pay the full cost of this retirement plan.

**ARTICLE 24**

**WORKER'S COMPENSATION**

The Employer shall provide Worker's Compensation protection for all employees as required by law.

**ARTICLE 25**

**JURY-DUTY**

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

- A. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer, less mileage allowance.

**ARTICLE 26**  
**LONGEVITY**

In addition to the base pay of the employee, additional payment shall be made depending upon length of service with the Employer in the following manner:

Ten (10) years continuous service	3% of base pay
Fifteen (15) years continuous service	5% of base pay
Twenty-five (25) years or more of continuous service	7% of base pay

In determining continuous service, any employee who leaves the employment of the Employer for their own convenience and at a subsequent time returns to the employment with the Employer, for purposes of this section, service shall start from the date of the employee's re-employment.

Any employee hired after September 16, 1983, shall receive an annual lump-sum longevity payment on the first pay period following their anniversary date according to the following schedule:

Ten (10) years continuous service	\$300.00
Fifteen (15) years continuous service	\$500.00
Twenty-five (25) years continuous service	\$700.00

The parties agree to hold each other harmless from and against all claims and expenses arising out of the application of this Article.

**ARTICLE 27**  
**SAFETY SHOES & GLASSES**

Section 1. Shoes.

The Employer will provide reimbursement up to a maximum of two hundred twenty-five dollars (\$225.00) over the life of this Agreement for each employee toward the purchase of approved safety shoes, where employees are required by law to wear them.

Section 3. Glasses.

The Employer will pay the cost of prescription safety lenses and frames, excluding the cost for eye examination, fitting charges, or obtaining prescription on file. Employees will pay those costs associated with examination and fitting. The Employer may specify the source of the glasses and the style of the glasses. Prescription safety glasses will be replaced not more than once every two (2) years.

In the event prescription safety glasses are broken during the course of work, or damaged to the extent of threatening an employee's eye health, they will be replaced upon written notification from the division superintendent that such was the case and the reciting of the incident involved. If glasses are damaged or broken while the employee is not on duty, it will be the employee's responsibility to replace same. The Employer will furnish safety glasses to those employees who require safety glasses but who do not require prescription safety glasses.

## **ARTICLE 28**

### **DENTAL AND VISION INSURANCE**

The Employer agrees to pay, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a Dental and Vision contribution of \$13.00 per week.

## **ARTICLE 29**

### **GENERAL**

#### Section 1. Car Allowance.

Employees who are required by the Employer to use their own automobiles while on Employer business shall be compensated at the current IRS reimbursement rate.

#### Section 2. Wages.

Wage schedules shall be contained in Appendices B, C, and D shall be attached hereto and incorporated by reference. Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

#### Section 3. Work Schedule.

The Employer allows various work schedules to exist. The Governmental Centers offices shall be open between the hours of 8:00 am and 5:00 pm and properly staffed to provide customer service. As long as existing staffing schedules do not interfere with office hours, they may continue to exist at the discretion of the immediate supervisor.

The present schedule for hours of work (between the Monday following the last Friday in September and the Friday preceding the first Monday in May of each year) shall be maintained for

employees in the Department of Public Services. Provided however, the schedule for hours of work within the Department shall be 7:00 am to 11:00 am, and 11:30 am to 3:30 pm between the first Monday in May and the last Friday in September of each year. As long as existing staffing schedules do not interfere with office hours, they may continue to exist at the discretion of the immediate supervisor.

Nothing in this section shall be construed as to limit the Employer's rights specified elsewhere in this Agreement.

Section.5. Snow Days.

In the event that an employee is unable to report to work after a good faith effort because of snow conditions, and if a disaster due to weather is declared by the Governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee shall have the following options:

- A) Take the day off without pay.
- B) Deduct the day from the employee's vacation leave accumulation and receive their regular rate of pay.
- C) Deduct the day from the employee's sick leave accumulation and receive their regular rate of pay.
- D) Make up the hours within the pay period when the snow day occurred.

In the event a non-emergency employee is unable to report to work after good faith efforts because of snow conditions, but the Employer continues to operate that particular function, or in instances when the City Manager closes a particular function, or in instances when the City Manager closes a particular City operation or facility without the Governor or the Chairman of the County Board declaring a disaster due to weather, and the employee is, therefore, asked not to report to work or is sent home, then the employee shall have the following options:

- A) Take the day off without pay.
- B) Deduct the day from the from the employee's vacation leave accumulation and receive their regular rate of pay.
- C) Make up the hours within the pay period when the snow day occurred.

Employees involved in or necessary to the conduct of emergency and snow removal operations will always be expected to return to work. The Employer will announce a close down of functions to the

local radio station.

**ARTICLE 30**  
**PERSONNEL FILES**

All employees in the bargaining unit shall have the right to review their personnel file if requested by the employee in writing. A time shall be scheduled by the Human Resources Office for the employee and the employee's immediate supervisor to review contents within ten (10) days of the employee's request. Employees shall be entitled to copy material in their personnel files.

**ARTICLE 31**  
**LEAVES OF ABSENCE**

Section 1. Personal Leave.

The City, for good cause shown, may grant a personal leave of absence without pay. If such a leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, short term leave, longevity pay, or step increases within the salary range credits during such leave. The request for leave of absence shall be made on the prescribed form and shall be submitted in advance of the time a leave of absence is requested.

Section 2. Insurance Premiums.

The Employer shall pay their portion of insurance premiums for life insurance, hospitalization insurance, and dental and vision insurance for, up to, six (6) months following the date that the employee takes an authorized leave of absence. The employee must continue to make their monthly payments for the same duration. If the employee's payment is more than thirty (30) days late, the employee's coverage may be dropped for the duration of the leave.

If the leave of absence is for a disability sustained while working for the Employer, the Employer shall pay the required premium for either six (6) months or until the employee terminates employment with the Employer, whichever is a lesser duration. Upon discontinuance of the Employer's payment of

insurance premiums, an employee shall assume responsibility for the full cost of the required insurance premiums to maintain coverage. The Employer agrees to notify the employee one (1) calendar week before any Employer paid premiums would be terminated pursuant to this understanding.

Effective February 5, 1994, the Family Medical Leave Act (FMLA) provisions may apply to this Section. The Employer shall comply with the regulations thereof.

## **ARTICLE 32**

### **EDUCATIONAL INCENTIVES**

The Employer will reimburse up to one hundred percent (100%) of the cost of tuition for the attendance and education or training courses which are directly related to the employee's job upon representation of a report card indicating a minimum of a 2.0 grade point average for the course. The City Manager or Manager's designate shall be responsible for approving the requests for education reimbursement, prior to the commencement of the class.

## **ARTICLE 33**

### **CAREER DEVELOPMENT OPPORTUNITIES**

The Employer agrees to the principles of career development for all employees in the bargaining unit and whenever possible, will offer such opportunities equitably when they become available. However, such opportunities are at the sole discretion of the Employer. Career development opportunities are voluntary and not subject to overtime.

## **ARTICLE 34**

### **QUALITY OF WORK LIFE**

The Union and the Employer agree that the success of this organization largely depends on mutual cooperation between the parties.

The Union recognizes that the Employer is responsible to operate in an efficient manner and the Employer recognizes that whenever possible, it is to everyone's best interest to improve the daily work life of the employees.

Both parties agree to provide positive leadership in the development of a climate of mutual

cooperation.

**ARTICLE 35**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Employer recognizes the benefits derived from an employee assistance program and will, as long as possible, continue to provide the existing program to all its employees. However, it is understood that such program is at the sole discretion of the Employer and may be modified or discontinued upon notice to the employees.

**ARTICLE 36**  
**SAFETY COMMITTEE**

The Employer agrees to form a Safety Committee comprised of representatives of the bargaining unit and representatives of the Employer. The Committee shall meet as needed to discuss matters of safety and to provide recommendations related to safety procedures, applicable training, and general safety policy. The committee shall review all complaints related to safety, accident reports, and changes in applicable safety regulations or law and provide the Employer with recommendations regarding these matters.

**ARTICLE 37**  
**DEFERRED COMPENSATION**

An employee may elect, at his/her option, to participate in any deferred compensation retirement program authorized by the City. Effective 1/01/2000, the City will contribute two percent (2.0%) of the employee's gross pay to the program (no employee match necessary).

The City's contribution is calculated on the employee's gross pay (including longevity, overtime, regular hours, sick and/or vacation hours). Cash-outs (upon separation, retirement, or annually) of sick, short-term leave, vacation or separation pay are excluded from the City's deferred compensation program.

Contributions will be made each pay period.

**ARTICLE 38**

**TERMINATION OF AGREEMENT**

THIS AGREEMENT shall constitute in full force and effect from July 1, 2002, until June 30, 2005. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give the other party written notice. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

This Agreement was negotiated by the following listed representatives:

**Teamsters State, County and  
Municipal Workers Local 214**

**City of Traverse City**

Sheryl Langdon  
Jacquelyn Maginity  
Sheila Dodge

Richard I. Lewis  
Paula M. Sagala  
William Twietmeyer  
Tim Arends

IN WITNESS WHEREOF, the parties hereto have, by their representatives, duly authorized in the premises, executed this agreement.

LOCAL NO. 214 OF THE TEAMSTERS  
STATE, COUNTY AND MUNICIPAL  
WORKERS

By \_\_\_\_\_  
Debra Curtiss, City Clerk

\_\_\_\_\_  
Linda Smyka, Mayor

By \_\_\_\_\_  
Sheryl Langdon, Business  
Representative

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Richard I. Lewis, City Manager

\_\_\_\_\_  
Jacquelyn Maginity, Steward

\_\_\_\_\_  
Sheila Dodge, Steward

Date: \_\_\_\_\_

**APPENDIX " A "**  
**CLERICAL/TECHNICAL CLASSIFICATIONS**

Accounting Clerk  
Accounting Assistant  
Assessing Clerk  
Cashier Clerk  
Collection Clerk  
Customer Service Representative  
Departmental Secretary  
DPS/Oakwood Cemetery Office Clerk  
Registration/Licensing Clerk  
Engineering Aide  
Engineering Technician  
Engineering Assistant  
Office Clerk  
Property Appraiser  
Sr. Property Appraiser  
Utility Billing Specialist

### **Table of Positions**

GRADE 1	Office Clerk
GRADE 2	Registration/Licensing Clerk Assessing Clerk
GRADE 3	Cashier Clerk Customer Service Representative DPS/Oakwood Cemetery Office Clerk Utility Billing Specialist
GRADE 4	Accounting Clerk Departmental Secretary
GRADE 5	Collection Clerk Property Appraiser
GRADE 6	
GRADE 7	Engineering Aide
GRADE 8	Accounting Assistant
GRADE 9	Senior Property Appraiser Engineering Technician
GRADE 10	Engineering Assistant

**APPENDIX "B"**

**SALARY SCHEDULE**

**CLERICAL/TECHNICAL EMPLOYEES**

**EFFECTIVE JULY 1, 2005 a 3.0% increase.**

<i>GRADE</i>	<i>Beginning</i>	<i>6 Mo.</i>	<i>1 Yr.</i>	<i>18 Mo.</i>	<i>2 Yr.</i>	<i>3 Yr.</i>
<i>Step</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
1	10.36	10.71	11.06	11.40	11.76	12.11
2	13.73	14.05	14.39	14.72	15.06	15.42
3	14.39	14.72	15.06	15.39	15.73	16.07
4	14.72	15.06	15.39	15.73	16.06	16.41
5	15.06	15.39	15.73	16.06	16.40	16.75
6	15.39	15.73	16.06	16.40	16.72	17.06
7	15.73	16.06	16.40	16.72	17.06	17.41
8	16.06	16.40	16.72	17.06	17.40	17.75
9	16.72	17.06	17.40	17.75	18.08	18.42
10	17.62	17.96	18.31	18.66	19.01	19.36

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

**APPENDIX "C"**

**SALARY SCHEDULE**

**CLERICAL/TECHNICAL EMPLOYEES**

**EFFECTIVE JULY 1, 2006 a 3.0% increase.**

<i>GRADE</i>	<i>Step</i>	<i>Beginning A</i>	<i>6 Mo. B</i>	<i>1 Yr. C</i>	<i>18 Mo. D</i>	<i>2 Yr. E</i>	<i>3 Yr. F</i>
1		10.67	11.03	11.39	11.74	12.11	12.47
2		14.14	14.47	14.82	15.16	15.51	15.88
3		14.82	15.16	15.51	15.85	16.20	16.55
4		15.16	15.51	15.85	16.20	16.54	16.90
5		15.51	15.85	16.20	16.54	16.89	17.25
6		15.85	16.20	16.54	16.89	17.22	17.57
7		16.20	16.54	16.89	17.22	17.57	17.93
8		16.54	16.89	17.22	17.57	17.92	18.28
9		17.22	17.57	17.92	18.28	18.62	18.97
10		18.15	18.50	18.86	19.22	19.58	19.94

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

**APPENDIX "D"**

**SALARY SCHEDULE**

**CLERICAL/TECHNICAL EMPLOYEES**

**EFFECTIVE JULY 1, 2007 a 3.0% increase.**

<i>GRADE</i>	<i>Beginning</i>	<i>6 Mo.</i>	<i>1 Yr.</i>	<i>18 Mo.</i>	<i>2 Yr.</i>	<i>3 Yr.</i>
<i>Step</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
1	10.99	11.36	11.73	12.09	12.47	12.84
2	14.56	14.90	15.26	15.61	15.98	16.36
3	15.26	15.61	15.98	16.33	16.69	17.05
4	15.61	15.98	16.33	16.69	17.04	17.41
5	15.98	16.33	16.69	17.04	17.40	17.77
6	16.33	16.69	17.04	17.40	17.74	18.10
7	16.69	17.04	17.40	17.74	18.10	18.47
8	17.04	17.40	17.74	18.10	18.46	18.83
9	17.74	18.10	18.46	18.83	19.18	19.54
10	18.69	19.06	19.43	19.80	20.17	20.54

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

## **ADDENDUM FOR ASSESSORS OFFICE EMPLOYEES**

This addendum shall supplement and clarify certain terms of the collective bargaining agreement related to employees of the Assessors Office only. Except as modified by this addendum, all other terms and conditions of the collective bargaining agreement shall apply to these employees.

### **1. Probation:**

All new employees in the position of Assessment Clerk shall be probationary until such time as they have attained a CMAE I certification or a maximum one (1) year. If, at the end of one (1) year, the employee has not obtained the necessary certification, their employment at the City Assessors Office shall be terminated.

All new employees in the position of Property Appraiser shall be a CMAE I at hire and probationary until such time as they have attained a personal property examiners license or a maximum of one (1) year. If, at the end of one (1) year, the employee has not obtained the necessary license, their employment at the City Assessors Office shall be terminated.

All new employees in the position of Senior Property Appraiser shall be a CMAE I at hire and probationary until such time as they have attained a CMAE II certification and a personal property examiners license or a maximum of one (1) year. If, at the end of one (1) year, the employee has not obtained the necessary certification and license, their employment at the City Assessors Office shall be terminated.

### **2. Seniority:**

An employee certified as a CMAE IV shall have the highest seniority, a CMAE III the second highest, a CMAE II the third highest, and a CMAE I the fourth highest and an uncertified employee shall be the lowest seniority employee. In the event that two (2) or more employees hold the same certification, than that employee who holds a personal property examiners license shall have the higher seniority. In the event that two (2) or more employees hold the same certification and each has a personal property examiners license, then city-wide seniority shall control in that classification.

### **3. Promotions:**

Vacancies shall be filled by the most qualified employee. Qualifications for promotion shall be based on having obtained the necessary certification and license required for the promotion, and the employee's fitness, experience and merit.

Positions of Property Appraiser and Senior Property Appraiser shall require a minimum of a CMAE

1 certification.

4. **Education Incentive:**

Employees who have obtained a certification designation one (1) level higher than that required by their position shall receive an annual payment of two hundred fifty dollars (\$250), to be paid the first full pay period in July.

Employees who have obtained a certification designation two (2) levels higher than that required by their position shall receive an annual payment of five hundred dollars (\$500), to be paid the first full pay period in July.

<b>Position</b>	<b>\$250</b>	<b>\$500</b>
Assessment Clerk	CMAE II	CMAE III
Property Appraiser I	CMAE II	CMAE III
Senior Property Appraiser	CMAE III	CMAE IV

HEALTH INSURANCE PRODUCTS AND OPTIONS ADDENDUM  
OFFERED TO CITY OF TRAVERSE CITY EMPLOYEES  
JULY 1, 2005- JUNE 30, 2006  
HEALTH INSURANCE YEAR

**Blue Cross/Blue Shield:** Requires twenty (20) active participants to provide any and/or all options within their product line:

- Traditional BC/BS - with \$2.00 prescription drug co-pay.
- Community Blue PPO Plan 1 - with \$10 office visit co-pay and \$3.00 prescription drug co-pay.

Future retirees must enroll in the Blue's product option at the annual re-opening (July 1<sup>st</sup>) prior to retirement to be afforded the Traditional product at retirement.

**Priority Health:** Requires ten (10) active participants to be enrolled in each option to provide each option to the City of Traverse City active and current retirees:

- HMO Plan 1 - with \$10 office visit co-pay and \$10 generic/\$30 brand name prescription drug co-pay.
- HMO Plan 2 0 with \$20 office visit co-pay and 25% (\$15 minimum/\$30 maximum) prescription drug co-pay.

Future retirees must enroll in a Priority product option at the annual re-opening (July 1<sup>st</sup>) prior to retirement to be afforded a Priority Health selection at retirement.

Current retirees who waived City of Traverse City Retiree Group health insurance coverage are ineligible for health insurance coverage under the City of Traverse City health insurance plan in the future.