

A G R E E M E N T

between

CITY OF TRAVERSE CITY

AND

TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS

LOCAL 214

Effective 7/1/2005 - 6/30/2008

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 19th day of September, 2005, 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 employees of the City of Traverse City, excluding all supervisory, management, confidential, seasonal and irregular part-time employees, all 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 months 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 employer, 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 benefits) 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 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 or more 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 (½) 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).

**Exclusions:** Except where required by law, part-time employees shall not be required to participate in the group pension plan.

### Section 3. Temporary and Seasonal Employees.

Employees hired for special projects, to supplement the existing work force, or to meet seasonal needs, shall not be hired for more than six (6) months in any consecutive twelve (12) month period.

Employees hired to supplement the existing work force in the Cemetery shall not be hired for a period longer than the actual work associated with Cemetery maintenance only. Employment period could be mid-March through November, weather permitting. No regular full-time employee of the Cemetery will be laid-off, suffer a reduction in wages or benefits, be denied promotional opportunities, or be reduced in classification as a result of adding a supplemental work force in the Cemetery.

Supplemental employees hired under this Section shall not be subject to the terms of this

Agreement.

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/division employed in, and the hours and days/week of employment.

Section 5. Probationary Employees.

New hires covered by this Agreement shall be on probationary status until they have actually worked sixty (60) days. To qualify towards sixty (60) worked days, the new hire must complete a full eight (8) hours of work per day. 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 Steward of jurisdiction with a copy to the Teamsters Business Agent.

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 five (5) Stewards. Selection of these employees shall be in any manner determined by the Union. The

members of the committee shall be stewards elected by the employees. The Union retains the right to appoint a Chief Steward among the five (5) elected stewards. 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 Stewards as follows:

A. Work Group Stewards:

Employees shall be represented by one (1) Steward per work group as defined herein. This Steward shall be a regular employee working in that group. In the absence of this Steward, an alternate Steward shall act in his/her place.

The following Stewards shall be allocated:

- 1 Steward - Zoo and Water Treatment
- 1 Steward - Parks/Recreation and Cemetery
- 1 Steward - Garage and Auto Parking
- 1 Steward - Water/Sewer Maintenance
- 1 Steward - Streets

B. Chief Steward:

The Union President reserves the right to appoint a Chief Steward from the elected Stewards, as identified in Section A. of this Article.

#### 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.

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 is defined as continuous length of time an employee within the bargaining unit has been employed by the Employer in any job classification.

Section 2.

Department seniority is defined as the seniority status of an employee in a given department of the City with respect to all other employees who have seniority status in the same department.

Section 3.

Division seniority is defined as the seniority status of an employee in a given division within the department.

Section 4.

Classification seniority is defined as the continuous length of time an employee has been employed in a particular classification.

Section 5.

The Employer shall post a list of the employees in the order of their seniority. This list shall be posted in a conspicuous place in each division annually. The Employer shall notify the affected Steward of any change on the seniority list within thirty (30) days of such changes.

Section 6. 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 7. 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 seniority status in the bargaining unit 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 classification 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.

#### Section 8.

Shift preference shall be by classification seniority within a division. In the event that two (2) or more employees have the same classification seniority date, then division seniority shall be used to determine shift preference. Should division seniority also result in two (2) or more employees with the same seniority date, then department seniority, and finally City-wide seniority shall be used to determine shift preference.

The exception to this procedure are the Water Plant and Zoo, where the current rotation system is recognized and will remain in full force and effect. When, during the summer months, a third shift in

the Water Plant is implemented, and a qualified employee requests the shift, that employee is in agreement to remain on the shift during its duration. In the event there is no volunteer for the third shift the least senior employee who is qualified to perform the work will be assigned to the shift for the duration of the summer third shift.

## **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 classification and by City wide seniority within a Division. Voluntary layoffs will be considered upon the written request of the employee who desires such, and, provided:

1. The employee's seniority would freeze during the length of the layoff.
2. The employee signs a waiver of their contractual rights during the period of layoff.
3. The employee remains laid off for the duration of the layoff period or for a period of one year, whichever is less.
4. The remaining employees in the division and classification can perform the work.

The least senior employee within the affected classification shall be the first one laid off.

#### Section 3.

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

1. Temporary and Seasonal Employees
2. Irregular Part-time Employees
3. Probationary Employees.

4. Regular Part-time Employees.
5. Regular Full-time Employees.

Thereafter, layoff shall be by classification with the least senior employee within the affected classification to be the first laid off. Employees affected by the layoff may exercise their city wide seniority and bump into any former held classification in the same pay grade or bump into another classification in a lower pay grade in which they have the ability to perform the work. Employees affected by the bump may also exercise their seniority rights and bump in a formerly held classification in the same pay grade or bump a less senior employee in a lower pay grade provided they have the ability to perform the work.

#### Section 4.

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 5.

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 6.

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

#### Section 7.

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

Section 8.

When it is determined that the Employer will recall, recall will be done in inverse order of layoff in the division and 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 in those division appropriate to the resumed services.

Section 9.

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 10.

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 11.

Within the division 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 alternate stewards.

**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**

A grievance is a complaint arising from circumstances or conditions relating to one's employment. It is not necessary to begin a formal grievance procedure for every complaint that an employee has and grievances filed will be limited to matters of interpretation or application of the terms of this Agreement or the rules and regulations promulgated by the Employer. Once an employee has decided that he or she wishes to file a grievance, the employee will 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 their Division supervisor or Superintendent 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 or Superintendent shall give a verbal answer to the grievance within five (5) working days after the verbal discussion.

#### **Step 2:**

Grievances not settled in Step 1 shall, within five (5) working days of the Step 1 answer, be reduced to writing and presented to the Department Head or Department Head's designate. The written grievance will include the Article(s) and Section(s) involved in the perceived violation, or interpretation, of the Agreement; a summary of the events, including dates and time, that led to or caused the perceived violation; the employee(s) involved, and a suggested remedy. A grievance submitted without the information required in the previous sentence will be returned without action. The Department Head shall, within five (5) 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 (grievant) involved, or if a group grievance one representative from the group, and Steward of Jurisdiction 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 I.

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. Examples of just cause include but are not limited to the following:

- A. The employee is inefficient or incompetent, or otherwise does not give satisfactory service in the position the employee holds.

- B. The employee violates any Employer or Departmental rule, regulation, or Executive Order.
- C. The employee is under the influence or is in possession of alcoholic beverages or drugs prohibited under the Controlled Substance Act which are not prescribed by a physician while on City property or duty.
- D. The employee is insubordinate.
- E. The employee is offensive in conduct or language in public, while on duty.
- F. Excessive unauthorized absenteeism. An employee shall be deemed to have resigned with any three (3) consecutive days of unauthorized absence.
- G. The employee issues slanderous or libelous statements publicly against the Employer.
- H. Excessive tardiness.

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.
- C. A lateral change is defined as a status change from an employee's present classification to a classification of a same salary Grade.
- D.

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 in writing 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.

- A. Vacancies shall be filled in the following order:
1. Qualified employees within the Division in which the vacancy occurs.
  2. Other qualified employees within the bargaining unit.

If two (2) or more applicants are qualified in one of the above categories, city-wide seniority shall prevail.

If no employee is determined to be eligible, the Employer may advertise and select from outside the bargaining unit. Employees determined to be not qualified will be notified stating reasons for disqualification.

Preference will be given to bargaining unit applicants whose qualifications are substantially equal to the Employer's posted qualifications.

- B. Vacancies in the Water Treatment Plant shall be filled in accordance with "Appendix D".

Section 4. Provisional Appointment:

All promotions, lateral changes, or vacancies filled through the internal job posting, shall be provisional for a period of ninety (90) calendar 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. An employee moving laterally within the same salary grade will be placed in the step that his/her skills, abilities, and knowledge affords him/her per other language contained within the collective bargaining agreement and the attached salary schedules. 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 within the bargaining unit they shall receive 2% above their base pay.

An employee who is assigned to work for a supervisor or superintendent shall receive 5% above their base 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**  
**TRAINING**

Section 1. General:

The Employer recognizes that well-trained employees are essential to efficient operations. Therefore, the Employer shall provide regular and ongoing training opportunities where the Employer has reasonable cause to require additional training. The Employer shall provide periodic evaluation to determine the need for training. Each Division shall establish its own training program according to its

particular requirements.

Section 2. Equipment Operators & Parks Specialists:

Employees in these classifications must obtain a CDL A with N endorsement within sixty (60) work days from date of hire.

Employees in these classifications will have two years from date of hire to complete the equipment training hours listed in Appendix "A".

Section 3. Water Treatment Plant Operators:

All new employees are required to have obtained, as identified in Appendix D, an F-4 certification within a maximum of eighteen (18) months. If, at the end of eighteen (18) months, the employee has not obtained the necessary certification, their employment at the Water Treatment Plant shall be terminated.

Section 4. Water/Sewer Maintenance - Apprentice Program:

All new employees are required to have obtained an S-4 certification within a maximum of twenty-four (24) months. If at the end of twenty-four (24) months, the employee has not obtained the necessary certification, their employment at the Water/Sewer Maintenance division shall be terminated.

The Employer has established an Apprenticeship Program for the Division of Water/Sewer Maintenance. The program shall consist of two (2) classifications: Apprentice and Utility Systems Specialist. Progression through the program is three (3) years and shall be automatic, unless the employee is disqualified for cause.

Employees in the Apprenticeship Program will be required to learn the various pieces of equipment, job assignments and safety equipment/practices as required and listed elsewhere in this section.

**Training:**

The Employer shall provide sufficient on-the-job training for employees in the Apprenticeship program to successfully and timely complete the program. Employees shall not receive out-of-class pay while in the Apprenticeship Program. Failure by the Employer to provide sufficient training shall not be cause for disqualification.

The Employer shall provide periodic evaluation and opportunity for the employee to take additional training where the Employer has reasonable cause to require additional training. Provided, however, such requirement for additional training shall be scheduled so that the employee has the opportunity to successfully complete the program in a timely fashion.

The Employer shall document the employee's progress, in writing, and shall provide the employee with copies of this documentation twice each year.

**Progression:**

New employee(s) shall enter the program in the Apprentice classification, except as provided for elsewhere in this Agreement, and shall remain in that classification for not more than sixty (60) working days with a requirement to obtain a C.D.L. with a minimum of a "B" designator and "N" endorsement within thirty (30) working days from date of hire or date of entering the Apprentice Program.

Upon completion of sixty (60) working days in the trainee classification the employee shall move to the Apprentice classification and shall remain in that classification for not more than three (3) years, inclusive of time spent as a trainee.

Upon completion of the required time in the Apprentice classification, and after completing the minimum Apprenticeship requirements, listed in Appendix C, the employee shall automatically receive the classification of Utility Systems Specialist.

Employees who are in the Apprenticeship Program shall be placed in the grade and steps outlined in "Appendix C".

**Disqualification:**

The Employer shall not disqualify an employee from the Apprenticeship program except for cause. Cause may be an inability to learn and reasonably perform the requirements of the job after sufficient and reasonable training.

Should an employee be disqualified from progressing in and completing the Apprenticeship program; they will be allowed to remain in their job, at their current range and step, for a period of not more than ninety (90) working days.

After disqualification, if the employee is unable to show sufficient progress to be returned to the Apprenticeship Program, or has not transferred to another position with the Employer within the ninety (90) working days, they shall be laid off without bumping rights provided for elsewhere in this Agreement.

Nothing in this section shall be construed as to limit the Employer's right to lay-off or to limit an employee's rights in a lay-off, as provided for elsewhere in this Agreement, where the lay-off is due to a reason other than disqualification from the Apprenticeship Program.

**Work Assignments:**

Employees in the Apprenticeship Program shall be required to perform all of the work within their classification. The Employer shall designate work assignments which may be for varied lengths of time. The Employer shall vary work assignments among all employees not assigned to specific projects.

Utility System Specialists shall be required to work as crew leaders without additional compensation.

Section 5. 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 14**

**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 provide a list of equipment inspection requirements. Each employee shall inspect the equipment assigned to them prior to using it and shall report all defects and/or unsafe conditions that are found. Such reports shall be made on forms furnished by the Employer.

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 15**

**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. 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 16**

**HOURS OF WORK AND PREMIUM PAY**

Section 1.

A normal work week for all employees assigned to the members of this bargaining unit 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 for all employees assigned to work a forty (40) hour work week. Employees not assigned to a forty (40) hour work week, shall receive overtime payment only after eight (8) hours in a twenty-four (24) hour period or forty (40) hours in a

work week.

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 18.

Employees involved in APS operations shall receive overtime in the following manner:

- A. After 8 hours per day worked - 150% of regular pay.
- B. After 40 hours per week worked - 150% of regular pay.
- C. On the 6th day worked - 150% of regular pay.
- D. On the 7th day worked - 200% of regular pay.
- E. Holiday worked - 200% of regular pay, plus holiday pay as described in Article XVIII.

During the winter period, one snow removal position may be assigned to a Saturday and a Sunday daytime schedule at a regular rate of pay, and as a seven (7) day operation shall receive time and one-half (1½) on the sixth (6<sup>th</sup>) day and double time on the seventh (7<sup>th</sup>) day. Street Division employees shall continue to be routinely scheduled for second and third shift operations during winter months without premium pay other than shift differential. One (1) Recreation Specialist position in addition to the Cemetery and Recreation Worker position involved in the operation of Hickory Hills shall be assigned on a seven (7) day operation paid time and one-half (1½) on the sixth (6<sup>th</sup>) day and double time on the seventh (7<sup>th</sup>) day.

Employees may opt to take compensatory time off in lieu of overtime payments provided the employee receives approval from their Superintendent/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 accrual, overtime will be converted into straight time only if multiples are of quarter increments. 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. Seven (7) Day Operations.

Employees assigned to seven (7) day, continuous operation in the Zoo and Water Treatment Plant shall be paid overtime at 150% the regular rate for all hours in excess of eight (8) hours per day or forty

(40) hours per week schedule.

#### Section 4. Call Back Time.

A Call Back is an order to report to the workplace and commence work at a time other than the regular schedule. A Call Back is normally initiated by a supervisor in response to an emergency or unexpected situation.

Employees who respond to a call back shall receive a minimum of two (2) hours of overtime at the rate of time and one-half (1½).

This section does not apply to hours worked immediately prior or after a regularly scheduled shift. Employees who have already reported to the workplace and are asked to begin work early are not entitled to the minimum two (2) hour call back. Under these circumstances, or in the event that an employee is asked to work beyond the end of their normal shift, employees will be entitled to overtime compensation in accordance with Section 2 of this Article.

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

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

Under certain circumstances, employees will be granted limited authority to issue Call Backs in the absence of a supervisor, a situation that most frequently occurs during the winter snow removal period.

#### Section 5. Breaks and Lunches.

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. If an employee's hours of work extend prior to or beyond the regular eight (8) hour shift by more than two (2) hours, the employee shall receive an additional break of fifteen (15) minutes.

Some Divisions do not take a full thirty (30) minute lunch period. Skipping lunch benefits the employee by reducing the length of the workday and benefits the Employer by reducing travel time to and from the job site. Whether or not to take a lunch period is a Division Superintendent's decision. All employees in a Division will adhere to the lunch policy established by the Division. Employees in a Division that observes a no lunch policy will be entitled to an additional fifteen (15) minute break.

Breaks shall be taken on the job assignment site. Employees will not return to their base or travel to a restaurant or other facility to take a break. If the job site is not a suitable location for a break because of safety, sanitary, or public presence, employees may move a reasonable distance away from the site during their break.

Section 6. Shift Differential.

All employees engaged in continuous operation shall be entitled to shift differential pay at the rate of fifty cents (.50¢) per hour for second shift work; and sixty-five cents (.65¢) per hour for third shift work.

Employees not engaged in continuous operation but are assigned to shifts shall be entitled to shift differential pay at the rate of fifty cents (.50¢) per hour for shifts between 4:00 pm to 12:00 am, and sixty-five cents (.65¢) per hour for shifts beginning from 12:00 am to 8:00 am.

An employee who works four (4) or more hours in one of the above differential shifts shall be deemed to have worked all hours worked that day within that differential shift and shall be entitled to the shift differential pay for all hours worked. This provision does not apply to call-ins but only to regular scheduled shift assignments.

In the event the above normal shift hours are adjusted, the adjusted hours for shifts shall prevail.

Section 8. Option to Finish Work Day Prior to Normal Quitting Time.

If an employee is called in to work prior to the normal starting time for the employee's regular shift the employee may, at the employee's option, leave work prior to the normal quitting time for the regular shift, provided:

- a) the employees 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 the rate of one and one-half (1½) times the regular rate of pay for all hours worked prior to normal starting time for the employee's regular shift.

If an employee leaves work prior to the normal quitting time for that employee's regular shift, subject to the above, and the employee is called back in to work prior to the normal quitting time for the employee's regular shift, the employee shall be paid the regular rate of pay for those hours worked prior

to the normal quitting time for the employee's regular shift.

**ARTICLE 17**  
**CLASSIFICATION AND EQUIPMENT CHANGES**

When the Employer introduces a new type of equipment or 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 18**  
**HOLIDAYS**

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

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

All employees shall receive their birthday as a floating holiday. Employees shall make arrangements with their supervisors to take their birthday off. Effective the first pay period of January, 2006, and annually thereafter, the floating holiday is to be credited to the employee. Such holiday shall not accrue from year to year, or be paid out to the employee for any reason. The actual day the employee chooses to take off must be approved by the employee's immediate supervisor.

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. However, employees assigned to seven (7) day operations will celebrate the actual date of the 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.

For employees assigned to seven (7) day operations, if a holiday is observed on an employee's scheduled day off, they shall be paid for the unworked holiday.

Section 6.

When an employee, who is not engaged in continuous operations 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 7.

Holiday pay will not be allowed an employee who, without authorization, does not work when scheduled on the holiday.

Section 8.

Employees engaged in continuous operations and are required to perform work on a holiday, shall receive in addition to holiday pay, time and one-half (1½) their hourly rate for all work performed on such holiday.

Section 9.

Employees engaged in continuous operations, who are not scheduled to work on a holiday and

are subsequently called to work, shall be paid three (3) times their hourly rate for all hours on such call back.

## **ARTICLE 19**

### **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 of Current Marriage	Mother-in-law of Current Marriage
Sister-in-law of Current Marriage	Brother-in-law of Current Marriage
Son-in-law of Current Marriage	Daughter-in-law of Current Marriage
Grandfather	Grandmother
Grandchild	Stepmother of Current Marriage
Stepfather of Current Marriage	Grandfather-in-law of Current Marriage
Grandmother-in-law of Current Marriage	

Such leave will be granted on the day requested by the employee for the purpose of attending the services of three (3) consecutive work days, or up to five (5) days, if the funeral is more than 300 miles from the Governmental Center.

## **ARTICLE 20**

### **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 Division/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 day increments, but the employee must submit the request forty-eight (48) hours in advance.

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 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 21**

### **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<sup>2</sup>/<sub>3</sub>% 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 (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 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 22**

### **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 23**

### **HEALTH 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, the cap premium will be:

- |    |                        |                 |
|----|------------------------|-----------------|
| A. | Single person          | \$266 per month |
| B. | Double person coverage | \$470 per month |
| C. | 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 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. 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 two (2) 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. Annual open enrollment for regular employees will be conducted November 15 through December 15 of each year for an effective date of January.

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 25 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. "Spouse" means the husband or wife, if any, of the retiree at the time of retirement. If a person who is the spouse of a retiree at the time of retirement later becomes divorced from the retiree, or remarries following the death of the retiree, that person shall no longer be regarded as the retiree's spouse.

Employer contributions will be:

01/01/02

\$225/month

Effective January 1, 2006, and thereafter, retiree hospitalization shall be available for all employees who meet the aforementioned qualifications, and:

- (4) The employee must be enrolled and actively contributing in the Retirement Health Savings (RHS) Plan in accordance with Section 2 of this Article on the day prior to their date of retirement. Effective January 1, 2006, and thereafter, the Employer shall only make the aforementioned contribution to a retiree's RHS plan account.

Employees who fail to enroll and participate under the RHS Plan prior to their retirement shall be deemed ineligible to receive Employer contributions under the terms of this Article and Section.

Retiree hospitalization coverage shall be available under the employer's Blue Cross/Blue Shield of Michigan plan or a substantially equivalent plan and/or other health insurance products and options the employer makes available and will be subject to provisions of the insurance providers at the mutual agreement between the GME retiree group covered currently. Future retirees must enroll in the health insurance plan coverage they desire to retire with at the annual reopening (June of each year for a July 1<sup>st</sup> effective date) and remain a current subscriber prior to their date of retirement. Upon the retiree and/or spouse and/or dependents attaining age 65 this coverage will change to supplemental coverage to Medicare.

A retiree who waives or who is not actively enrolled in the retiree health insurance coverage

under the Employer's plan on the date of retirement shall not be permitted to enroll in the Employer's plan ever again.

RHS Plan accounts may be used for all medical expenses eligible under IRC Section 213 and will be subject to the provisions of the ICMA Retirement Corporation.

### Section 3. Life Insurance.

The Employer shall provide at its expense, term life insurance in the amount of Fifty Thousand (\$50,000.00) Dollars and double indemnity for AD&D (accidental death and dismemberment) insurance

## **ARTICLE 24**

### **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 25**

### **WORKER'S COMPENSATION**

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

## **ARTICLE 26**

### **JURY SERVICE**

Employees shall be paid at their straight-time hourly rate for any response to a summons from a court of jurisdiction to perform jury service. Such pay is subject to the following provisions:

- A. A written request for jury service leave must be accompanied by a copy of the official "Court Notice" to the affected employee.
- B. This request must be submitted within two (2) working days of receipt by the employee of the "Court Notice".
- C. The employee may opt to keep the Court's compensation for said service or remit same to the Employer, less any mileage or expense allowances, and thereby qualify for the straight-time hourly rate benefit herein.
- D. The Employer's payment is limited to a maximum of eight (8) hours to an employee scheduled to work on the date(s) jury service is required. The employee must report for work immediately following jury service.
- E. The Employer may require "proof of service" rendered from the Court.
- F. The Employer's obligation to pay an employee for performance of jury service under this Article is limited to a maximum of thirty (30) days in any calendar year, or unless otherwise granted by the Employer.

## **ARTICLE 27**

### **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 28**

### **UNIFORMS**

The Employer shall furnish, at its expense, uniforms accordingly:

Mechanics shall receive five (5) changes each week and the Employer will provide overalls to supplement their uniform needs.

All other classifications shall receive five (5) changes each week.

Uniforms shall consist of shirts and pants. The Employer reserves the right to select the color of the uniforms and shall govern the use and wearing of uniforms through its work rules. The Employer will provide laundering and maintenance of uniforms.

The Employer will provide reimbursement up to a maximum of three hundred dollars (\$300.00) 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. If a balance remains after the purchase of safety shoes, then at the discretion of the Director of Public Services, or designee, that balance may be used for the

reimbursement of work related clothing.

**ARTICLE 29**  
**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 30**  
**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 F, G, and H and 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. Vehicular Equipment Technician Tool Allowance.

The Employer shall provide reimbursement per contract year for the purchase of tools based upon the following levels:

Mechanic	\$150.00 per year
Master Auto or Truck Certification	\$300.00 per year
Master Auto and Truck Certification	\$450.00 per year

Such reimbursement may be claimed at any time that tools are purchased and in any amount subject to the maximum amount available over the life of this Agreement.

The Employer will replace vehicular equipment technicians' tools that are worn out or broken through use on the job. Replacement tools shall be of comparable value, manufacture and warranty. The worn or broken tools that are being replaced shall become the property of the mechanic.

Lost or stolen tools are the responsibility of the employee, except that to the extent covered by the Employer's property insurance, proceeds shall be distributed to the employee when received by the Employer.

The Employer will furnish all special tools, including metrics, except small hand tools of minor cost. It will be at the Employer's option to either furnish each mechanic with these tools or provide them

on a common tool board. All such special tools shall remain the property of the Employer.

#### Section 4. Driver's License Endorsement.

Any employee who may be hired, selected for, or promoted to a position which requires a Commercial Driver's License (CDL) with Group Endorsements, shall be required to obtain the appropriate endorsement(s) at their own expense.

Should any employee be unable to obtain or maintain a commercial driver's license, when such employee is required to have this license, the Employer shall: Temporarily place the employee in a classification where such license is not required until such time as the employee obtains the required license, providing an opening exists and the employee is qualified to perform the work in the temporary assignment. This temporary reassignment shall not exceed ninety (90) calendar days and the employee will receive the rate of pay assigned to that classification per the terms of the collective bargaining agreement. If there is not an opening available for temporary reassignment, the Employer will grant the employee a leave of absence up to a period of ninety (90) calendar days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits, provided, the employee shares the cost of the benefits the employee intends to maintain equally with the Employer. The employee will not lose seniority and may use earned vacation time for this leave, or may accept the leave without pay.

Employees required to take a physical examination to obtain or maintain such license shall share the cost equally with the Employer.

The Employer agrees to provide an appropriate vehicle for any employee who is required to take a road test to obtain or maintain their CDL. The Employer will provide a qualified driver to transport the vehicle to the test site and the employee taking the test may do so during the regular work schedule without loss of pay. The Employer shall not pay overtime to any employee taking such tests. Each employee is responsible to pay for the cost of the road test certification.

#### Section 5. Safety 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.

Section 6. Summer Work Schedule.

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. Some divisions do not take a full thirty (30) minute lunch period. All employees in a division will adhere to the lunch policy established by the division per Article 16, Section 5.

Nothing in this section shall be construed as to limit the Employer's rights specified elsewhere in this Agreement. Employees who work a continuous shift, within the water plant, cemetery staff, recreation staff, and zoo staff shall not be covered by the provisions of this section.

**ARTICLE 31**

**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 32**

**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 33**

#### **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.

Individuals employed in the Wastewater Treatment Plant who obtain a B license shall receive an annual payment of Five Hundred Dollars (\$500.00). This payment shall be made on the pay period closest to December 15, and shall be prorated in the event that the employee has not maintained the certification for the entire year.

### **ARTICLE 34**

#### **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 35**

## **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 36**

### **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 37**

### **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 monthly 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 38**

### **TRANSFER**

Employees who are involuntarily transferred as a result of a reduction in the work force in a department and/or division or as a result of the closing of a particular facility or cessation of a work function, will carry their city-wide seniority rights to their new position, department and division, and such involuntary transfer will not result in a reduction of the employee's hourly rate, and the employee's pay will be red circled.

If the employee is reclassified to an existing classification in the new department and/or division, the employee will accumulate class seniority from the date the employee entered the classification. Provided however, if such transfer or reclassification is involuntary, the transferred or reclassified employee shall retain all classification seniority for any time such employee served in the classification prior to the transfer or reclassification.

The employee's rate of pay will increase according to the employee's new classification where such rate of pay exceeds the employee's red circled rate of pay.

Requests for transfers will be subordinate to the promotional systems contained within this Agreement.

Employees who elect to bump resulting from a layoff due to contracting or subcontracting, will carry their city-wide seniority rights to their new position, department and division, and such bump will not result in a reduction of the employee's hourly rate of more than twenty percent (20%), and the employee's reduced rate will be red circled.

### **ARTICLE 39**

#### **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, certification incentive pay, 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 40**

#### **TERMINATION OF AGREEMENT**

THIS AGREEMENT shall constitute in full force and effect from July 1, 2005, until June 30, 2008. 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**

Robert Donick  
Brian Kaminski  
Jim Borowicz  
Justin Roy  
Brandon Morgan  
Ron Campbell  
Phillip Stevens

Richard I. Lewis  
Paula M. Sagala  
William Twietmeyer  
Robert Cole

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

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

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL NO. 214

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

By \_\_\_\_\_  
Robert Donick, Business Representative

APPROVED AS TO SUBSTANCE:

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

APPENDIX "A"

EQUIPMENT  
TRAINING HOURS

A. Training Hours for Parks Maintenance, Equipment Operators, and Cemetery Sexton

Loaders (2 c.y. or more)	16 hours
Loaders (less than 2 c.y.)	16 hours
* Catch Basin Cleaner	40 hours
* Backhoe	24 hours
Blade Truck	16 hours
* Rigid Frame Tank Truck (2000 gal)	16 hours
Tandem Axle Truck (10 c.y.)	16 hours
Sander	8 hours
* Aerial Bucket Truck	40 hours
Air Compressor	8 hours

* Welder	8 hours
Brush Chipper	16 hours
Dump Truck	8 hours
Holder and attachments	8 hours
Small Tractor with bucket	16 hours
Pickup with snowplow	4 hours

B. Additional Training Hours for Equipment Operators

* Unimog	16 hours
* Large Snow Blower	16 hours
* Grader	80 hours
Street Sweeper	16 hours
Blade Truck with front end plow	16 hours
* Compost Screen	16 hours
* Wildcat	16 hours
Patchman Asphalt Heater	8 hours
* Skid-Steer Loader	8 hours

C. Additional Training Hours for Parks Maintenance and Cemetery Sexton

* Bombardier	40 hours
* Beach Cleaner	8 hours
Riding Mowers (over 50" cut)	4 hours
Riding Litter Vacuum	8 hours

\* Speciality Equipment: Selected personnel will receive training.

APPENDIX "B"

WATER/SEWER MAINTENANCE  
 APPRENTICESHIP REQUIREMENTS  
 MINIMUM TRAINING HOURS

MISS DIG & Utility locations	40 hours
Blueprint and Intersection Maps	40 hours
Leadership and Job Scheduling	40 hours
Restoration and Street Repairs	20 hours
Logs and Related Paperwork	40 hours
Stock and Inventory	20 hours
Barricading (Traffic Control)	40 hours
Service Calls, Meter Installation, and Installation of Outside Readers	80 hours
Operation of Departmental Trucks (per unit)	16 hours
General Construction	40 hours
Operation and Maintenance of of Dewatering Equipment and Pumps	8 hours

Installation and Maintenance of Hydrants	20 hours
Installation and Maintenance of Manholes	20 hours
1" Water Taps	10 count
1 1/2" to 2" Water Taps	5 count
4" and Larger Water Taps	5 count
General Sewer System Repairs	40 hours
General Water System Repairs	40 hours
Operation of Sewer Jet Rodder (per hour meter)	40 hours
Operation of Jet Vac Truck (per hour meter)	80 hours
Operation of Sewer Bucket Machine	16 hours
Operation of Sewer Flex Rodder (per hour meter)	40 hours
Operation of Departmental Backhoe (per hour meter)	40 hours
Operation of Front End Loader	20 hours
Operation of other Departmental Equipment (as acquired)	
Camera Truck	60 hours
Data Entry (with logs)	60 hours
Inspection - on site contractor work	40 hours
Cross Connection Inspections	40 hours

APPENDIX "C"

WATER/SEWER MAINTENANCE

SALARY PROGRESSION - APPRENTICESHIP PROGRAM

**APPRENTICE**

Beginning	Grade 4 - Step A
Six Months *	- Step B
One Year	- Step C
Eighteen Months	- Step D
Two Years	- Step E
Thirty Months	Grade 7- Step D
Three Years	- Step F

APPENDIX "D"

ADDENDUM FOR WATER TREATMENT PLANT EMPLOYEES

This addendum shall supplement and clarify certain terms of the collective bargaining agreement

related to Water Treatment Plant employees 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 shall be probationary until such time that they have attained a F - 4 certification or a maximum of eighteen (18) months. If, at the end of eighteen (18) months, the employee has not obtained the necessary certification, their employment at the Water Plant shall be terminated.

2. **Seniority:** Seniority shall begin when the employee has obtained the F - 4 certification. Classification seniority shall be defined as the continuous length of time that an employee has been employed in a particular licensed classification. A F - 1 certified employee shall have the highest seniority, a F - 2 the second highest, a F - 3 the third highest, and the F - 4 shall be the lowest seniority employee. In the event that two (2) or more employees hold the same license, 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 license required for the promotion, and the employee's fitness and merit.

If an opening occurs for the position of Chief Plant Operator, the most senior employee in the next lowest classification having the immediate ability to perform the job shall be given the opportunity to fill the position.

Positions of Chief Plant Operator and Maintenance/Relief Operator shall require a minimum of a F - 2 license. These positions are both relief operator positions and their normal work week can be varied to relieve shift operators.

4. **Other Plant Activities:** Water Treatment Plant employees who are temporarily assigned to perform other plant activities throughout the contract year shall receive a two hundred and seventy-five dollar (\$275) stipend to be paid the last pay period in June of each year.

APPENDIX "E"

TABLE OF POSITIONS

GRADE	1	Trainee Laborer
GRADE	2	Zoo Technician Parking Enforcement Officer
GRADE	3	Assistant Vehicular Equipment Technician
GRADE	4	Stores Clerk Utility Systems Apprentice
GRADE	5	
GRADE	6	
GRADE	7	Signal Maintenance I/Equipment Operator Recreation Specialist Parks Maintenance Worker Zookeeper Equipment Operator Utility Systems Specialist Cemetery/Recreation Worker
GRADE	8	Cemetery Sexton Water Plant Operator General Maintenance & Repair Specialist Vehicular Equipment Technician
GRADE	9	Signal Maintenance II/Equipment Operator
GRADE	10	Chief Water Operator Chief Vehicular Equipment Technician Forester

**APPENDIX "F"**

**SALARY SCHEDULE**

**GENERAL MUNICIPAL EMPLOYEES**

**EFFECTIVE JULY 1, 2005:**

<i>GRADE</i>	<b>Beginning Step</b>	<b>6 Mo. B</b>	<b>1 Yr. C</b>	<b>18 Mo. D</b>	<b>2 Yr. E</b>	<b>3 Yr. F</b>
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 "G"**

**SALARY SCHEDULE**

**GENERAL MUNICIPAL EMPLOYEES**

**EFFECTIVE JULY 1, 2006:**

<i>GRADE</i>	<i>Beginning Step 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 "H"

SALARY SCHEDULE

GENERAL MUNICIPAL EMPLOYEES

EFFECTIVE JULY 1, 2007:

<i>GRADE</i>	<i>Beginning Step 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	10.99	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.

APPENDIX "I"

ADDENDUM FOR

WATER TREATMENT OPERATORS, UTILITY SYSTEMS SPECIALISTS,

VEHICULAR EQUIPMENT TECHNICIANS & FORESTER

INCENTIVE PAY

This addendum shall supplement and clarify certain terms of the collective bargaining agreement related to Water Treatment Operators, Utility Systems Specialists, Vehicular Equipment Technicians, and Forester employees only. Except as modified by this addendum, all other terms and conditions of the collective bargaining agreement shall apply to these employees.

Employees must maintain licenses or certifications to receive incentive pay. Incentives will be paid in the first pay period of each July for the current fiscal year.

- **Water Treatment Operators:** Qualification for incentive pay will be based on successful completion of State of Michigan certification examination and maintenance of certifications through continuing education.

Level 1: F-1 Certificate  
Level 2: F-2 Certificate  
Level 3: F-3 Certificate  
Level 4: F-4 Certificate

- **Utility Systems Specialists:** Qualification for incentive pay will be based on successful completion of State of Michigan certification examination and maintenance of certifications through continuing education.

Level 1: S-1 Certificate  
Level 2: S-2 Certificate  
Level 3: S-3 Certificate  
Level 4: S-4 Certificate

- **Vehicular Equipment Technicians:** Incentive pay is based on certification by the National Center for Automotive Service Excellence (ASE). There are sixteen ASE certifications available in the Automobile and Medium/Heavy Truck categories. These certifications are:

Automobile

1. Engine Repair
2. Suspension and Steering
3. Brakes

4. Electric/Electronic Systems
5. Engine Performance
6. Heating and Air Conditioning
7. Manual Drive Train & Axles
8. Automatic Trans/Transaxle

Medium/Heavy Truck

1. Diesel Engines
2. Suspension and Steering
3. Brakes
4. Electric/Electronic Systems
5. Gasoline Engines
6. HVAC
7. Drive Train
8. PMI

The VETs will have four incentive levels that require successful completion of designated certification examinations and maintaining current certifications as follows:

Level 4: Either certification 1 through 4 listed under Automobile above or certification 1 through 4 listed under Medium/Heavy Truck, or other combination with approval of the Superintendent.

Level 3: Eight certifications consisting of 1 through 4 under both Automobile and Medium/Heavy Truck, or other combination with approval of the Superintendent.

Level 2: Twelve certifications including all Level 3 requirements plus any four of the remaining listed certifications, or other combination with approval of the Superintendent.

Level 1: All sixteen certifications are required.

- **Forester:** The Forester's incentive levels are based on Pesticide/Herbicide application certifications from the State of Michigan and International Society of Arboriculture certifications:

Level 4: Obtaining State of Michigan Commercial Pesticide License with the following three special categories: Turfgrass Pest Management, Plants and Shade Treed Pest Management, and Right of Way Pest Management.

Level 3: Level 4 requirements plus certification as an Arborist from the International Society of Arboriculture.

Level 2: All Level 3 requirements plus certification as a Municipal Specialist from the International Society of Arboriculture.

Level 1: All Level 2 requirements plus certification as a Board Certified Master Arborist from the International Society of Arboriculture.

INCENTIVE PAY AMOUNTS ARE:

	<b>Level 4</b>	<b>Level 3</b>	<b>Level 2</b>	<b>Level 1</b>
WTP Operator	\$250	\$500	\$1,000	\$2,000

Utility System Specialist	\$250	\$500	\$1,000	\$2,000
VET	\$250	\$500	\$1,000	\$2,000
Forester	\$250	\$500	\$1,000	\$2,000

An employee who loses a license or certification because it expires; or because they failed to attain adequate continuing education units (CEU's); or due to any other reason will no longer receive incentive pay. Employees who must maintain certification by obtaining CEU's will have opportunities to attend appropriate accredited courses through the employer.

The Employer will pay for an employee's first test at each level. This includes testing fees, travel expenses, and wages during the time of the test if it occurs during the employee's normal duty hours. Subsequent tests required because the employee failed to pass on the first attempt will be completely at the employee's expense. Recertification tests for VETS will follow this paragraph.

LETTER OF AGREEMENT  
 BETWEEN  
 CITY OF TRAVERSE CITY  
 AND  
 TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214  
 Regarding  
 PETER M. RICHARD

WHEREAS Article 13 Training, Section 2 of the collective bargaining agreement requires all Equipment Operators and Parks Workers to obtain a Commercial Drivers License (CDL), A with N Endorsement within 60 work days from hire date; and,

WHEREAS on December 4, 2000, these classified employees who obtain a CDL A with N endorsement were promoted from Grade 5 to Grade 7 at the step which afforded them an increase from their then current rate of pay. Those employees who did not obtain a CDL A with N endorsement were promoted from Grade 5 to Grade 7, but without a pay increase, and “frozen” in place except for annual negotiated pay increases; and,

WHEREAS effective with the term of this Agreement Peter M. Richard, who works for the Cemetery and Recreation Division, is without a CDL A with N endorsement; THEREFORE, LET IT BE

RESOLVED that this Agreement exists only for this employee. As long as this employee remains in his present classification, he will remain in Grade 7, Step C, until at which time he obtains the CDL A with N endorsement or upon a lateral or promotional change in classification requiring a CDL A with N (or other) Endorsement.

All other terms and conditions of this Agreement remain unchanged.

FOR THE EMPLOYER:

\_\_\_\_\_  
Richard Lewis, City Manager

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

FOR THE UNION:

\_\_\_\_\_  
Robert Donick, Business Agen  
Teamsters Local 214

\_\_\_\_\_  
Brian Kaminski, Steward

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Justin Roy, Steward

\_\_\_\_\_  
James Borowicz, Steward

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Ron Campbell, Steward

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Philip Stevens, Steward

LETTER OF AGREEMENT  
BETWEEN  
CITY OF TRAVERSE CITY  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214  
Regarding  
HICKORY HILLS OPERATION

WHEREAS Hickory Hills is a winter time based operation of the City of Traverse City; and,

WHEREAS the City is looking for ways to offset costs associated with Hickory Hills operation;and,

WHEREAS the Traverse City Ski Club has extended as offer to provide volunteers in winter snow making; IT IS THEREFORE

RESOLVED that the use of volunteers in snow making will not displace any regular employee of the City of Traverse City, the City and Teamsters Local 214 agree to try the utilization of a volunteer work force in snow making at Hickory Hills on a trial one season basis, 2005-2006. When qualified volunteers are not available, snow making will be accomplished in accordance with Parks Division scheduling. At the end of such season, the City and Union agree to review this letter for continuation of the practice for the future.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Richard Lewis, City Manager

\_\_\_\_\_  
Robert Donick, Business Agen  
Teamsters Local 214

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

\_\_\_\_\_  
Brian Kaminski, Steward

\_\_\_\_\_  
Justin Roy, Steward

\_\_\_\_\_  
James Borowicz, Steward

\_\_\_\_\_  
Ron Campbell, Steward

\_\_\_\_\_  
Philip Stevens, Steward

LETTER OF AGREEMENT  
BETWEEN  
CITY OF TRAVERSE CITY  
AND  
TEAMSTERS, COUNTY, AND MUNICIPAL LOCAL 214  
Regarding  
ARTICLE 28, UNIFORMS

WHEREAS Article 28, Uniforms, of the collective bargaining agreement states that the Employer shall provide uniforms, shall govern the use and wearing of uniforms through work rules, and will provide laundering of uniforms; and,

WHEREAS the Employer recognizes the value of presenting a positive image to the public by ensuring that employees are dressed in clean, presentable and identifiable uniforms; and,

WHEREAS the Employer recognizes that employees are most likely to wear and care for the uniform if it is

comfortable and functional; and,

WHEREAS both the Employer and the Union recognize that we are not getting the most out of our current contract with the uniform supplier; THEREFORE, LET IT BE

RESOLVED, that a uniform committee consisting of the Stewards shall meet with the DPS Director, prior to letting a new uniform supply contract, for the purpose of providing input on the quantity, color, style, fabric, and mix of uniforms to be supplied by the Employer under Article 28.

FOR THE EMPLOYER:

Philip Stevens, Steward

\_\_\_\_\_  
Richard Lewis, City Manager

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

FOR THE UNION:

\_\_\_\_\_  
Robert Donick, Business Agent, Teamsters  
Local 214

\_\_\_\_\_  
Brian Kaminski, Steward

\_\_\_\_\_  
Justin Roy, Steward

\_\_\_\_\_  
James Borowicz, Steward

\_\_\_\_\_  
Ron Campbell, Steward

\_\_\_\_\_

LETTER OF AGREEMENT  
BETWEEN  
CITY OF TRAVERSE CITY  
AND  
TEAMSTERS, COUNTY, AND MUNICIPAL LOCAL 214  
Regarding  
ARTICLE 16, HOURS OF WORK AND PREMIUM PAY  
SECTION 5. BREAKS AND LUNCHES

WHEREAS Article 16 Hours of Work and Premium Pay, Section 5. Breaks and Lunches of the collective bargaining agreement allows for work breaks; and,

WHEREAS the Union proposed allowing for an additional fifteen (15) minute break for City employees who are called in to work by four (4) hours or more prior to the regular eight (8) hour shift; and,

WHEREAS the Union and Employer acknowledge and agree that the collective bargaining agreement language under Article 16, Section 5. already provides for a fifteen (15) minute break for those “employee’s hours of work extend prior to or beyond the regular eight (8) hour shift by more than two (2) hours”; and,

WHEREAS the Union proposed that if the employees violate the terms of this Letter of Agreement, following the Employer filing a complaint regarding the violation, the Employer may reduce and/or discontinue this Letter of Agreement; THEREFORE, LET IT BE

RESOLVED that if an employee’s hours of work extend prior to or beyond the regular eight (8) hour shift by more than four (4) hours, the employee shall receive an additional break of fifteen (15) minutes. And, further, that the employee may take the combined time of thirty (30) minutes (based on this Letter of Agreement and the break allowed under Article 16, Section 5.) in one break.

All other terms and conditions of the Agreement remain unchanged.

FOR THE EMPLOYER:

Local 214

\_\_\_\_\_  
Richard Lewis, City Manager

\_\_\_\_\_  
Brian Kaminski, Steward

\_\_\_\_\_  
Justin Roy, Steward

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

FOR THE UNION:

\_\_\_\_\_  
Robert Donick, Business Agent, Teamsters

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James Borowicz, Steward

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Ron Campbell, Steward

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Philip Stevens, Steward