

AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

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AGREEMENT

THIS AGREEMENT, effective the 1st day of January 2024, by and between the CITY OF MOUNT PLEASANT, Michigan, hereinafter referred to as the "Employer," and the MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION represented by THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS' ASSOCIATION OF MICHIGAN (TPOAM) hereinafter referred to as the "Union".

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

PURPOSE AND INTENT

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

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

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

RECOGNITION

Section 1.1. Employees Covered

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

Section 1.2. Employees Excluded from Coverage

The Employer reserves the right to hire and utilize temporary employees from time to time to perform various work as determined and assigned by the Employer. Such temporary employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement.

UNION MEMBERSHIP

(a) Each employee, who is, or becomes, a member of the Union, or a service fee payer, may sign an authorization for dues or service fee deduction, and shall do so with the understanding and declaration upon such form that the deductions shall continue for the length of the contract, or until written notice of revocation of the authorization is transmitted to the Employer and Union, whichever is later.

(c) The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

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

1 (f) The Employer shall not be liable for the remittance or payment of any sums other
2 than those constituting actual deductions made. If the Employer fails to make a deduction for any
3 employee as provided, it shall make the deduction from the employee's next pay in which such
4 deduction is normally deducted after the error has been called to its attention by the employee or
5 Union.

6 (g) If there is an increase or decrease in union payroll deductions, such charges shall
7 become effective upon presentation of a signed deduction statement by the Union.

8 (h) The Employer agrees to deduct the Union membership dues or service fees for each
9 calendar month, from the first (1st) two (2) pay checks of that month, from the pay of the employees
10 who have requested that such deductions be made. In cases where a deduction is made which
11 duplicates a payment already made to the Union by an employee, or where a deduction is not in
12 conformity with the provisions of the Union Constitution and By-laws, refunds to the employee
13 will be made by the Union.

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

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

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

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

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

33 (n) An employee that seeks to establish or reestablish either membership in the Union
34 or service fee payer status shall comply with the internal conditions mandated by the Union
35 pursuant to its authority under Section 10(2) of the Public Employment Relations Act.

DISPUTES CONCERNING MEMBERSHIP

Section 4.1. Union Membership Disputes

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

REPRESENTATION

Section 5.1. Union Negotiating Committee

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

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

Section 5.2. City Negotiating Committee

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

Section 5.3. Labor-Management Committee

During the collective bargaining negotiations leading to the 1998 Agreement, the Employer and the Union agreed to form a Labor-Management Committee. As reaffirmed in the discussions leading to the 2017 Agreement, the Committee will plan to meet on a regularly scheduled basis, as agreed upon by both groups. The membership of the Labor-Management Committee shall consist of the respective bargaining committees.

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

DISCIPLINARY ACTION

Section 6.1. Disciplinary Interview

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

Section 6.2. Disciplinary Suspension or Discharge

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

Section 6.3. Employment Record

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

(a) Any minor disciplinary action entered into the employee's record shall be eligible for removal from the employee's record after two (2) years from the date the reprimand was issued, if, in the event, that during the intervening two (2) years, there are no further disciplinary actions entered in the file. If disciplinary action is issued during the two (2) year period, the disciplinary calendar will start over with the issuance date of the most recent discipline. It is the responsibility of the employee to track the two (2) year period(s) and provide a written request to the Human Resources Department to remove any disciplinary documents(s). If requested by the employee, all disciplinary documents removed from the employee's record will be returned to the employee.

(b) Any major disciplinary action resulting in a three or more day suspension and entered into the employee's record shall be eligible for removal from the employee's record after four (4) years from the date the reprimand was issued, if, in the event, that during the intervening four (4) years, there are no further disciplinary actions entered in the file. If disciplinary action is issued during the four (4) year period, the disciplinary calendar will start over with the issuance date of the most recent discipline. It is the responsibility of the employee to track the four (4) year period(s) and provide a written request to the Human Resources Department to remove any disciplinary document(s). If requested by the employee, all disciplinary documents removed from the employee's record will be returned to the employee.

(c) During any period of recorded disciplinary action, should an employee be subject to any subsequent disciplinary action, the following extension periods will apply:

1 1. A disciplinary action will be extended based on any additional minor or
2 major disciplinary offenses entered in the employee's file, as described in Section 6.3, item (a) and
3 (b).

4 2. The retention of the recorded discipline for any two (2) or more overlapping
5 offenses will extend to the expiration date of the furthest disciplinary removal date.

6 (d) Records eligible for removal will not be used for discipline regardless of removal.

7 **GRIEVANCE AND ARBITRATION PROCEDURE**

8 **Section 7.1. Definition of Grievance**

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

11 **Section 7.2. Grievance Procedure**

12 All grievances shall be handled in the following manner:

13 (a) Step 1.

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

27 2. Written Procedure – Department Head. If no satisfactory adjustment is
28 made with the Department Head in the Step 1 Verbal Discussion, the
29 aggrieved employee and/or the employee's representative may within five
30 (5) days, excluding Saturday, Sunday and holidays (recognized under this
31 Agreement), following the answer in the Step 1 Verbal Discussion, submit
32 the grievance to the Department Head in writing. The grievance shall
33 indicate the Section or Sections of this Agreement in dispute and shall as
34 reasonably practicable adequately set forth the facts pertaining to the
35 alleged violation. A written answer shall be given by the Department Head
36 within five (5) days, excluding Saturday, Sunday and holidays (recognized
37 under this Agreement), following the date on which the written grievance

1 was submitted at this Step 1 Written Procedure – Department Head. The
2 written answer of the Department Head shall be given to the employee
3 involved or the employee’s representative, whoever is applicable.

4 (b) Step 2.

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

20 (c) Step 3.

- 21 1. Written Procedure – Special Conference. If the grievance is not settled in
22 the Step 2 Written Procedure – Division Head, the grievance may be
23 submitted to the Employer's City Manager or the City Manager's designated
24 representative within five (5) days, excluding Saturday, Sunday and
25 holidays (recognized under this Agreement), following receipt of the
26 Employer's written answer in Step 2 Written Procedure – Division Head.
27 The City Manager and/or designated representative and the employee
28 involved or the Local Union President, whoever is applicable, shall make
29 mutually agreeable arrangements for a special conference regarding the
30 grievance. The conference shall be held within twenty-one (21) days,
31 excluding Saturday, Sunday and holidays (recognized under this
32 Agreement), following the date on which the written grievance was
33 submitted at this Step 3 Written Procedure – Special Conference to the City
34 Manager or designated representative. The purpose of the conference shall
35 be for discussion of the grievance in an effort to settle the same; and the
36 conference shall, accordingly, be limited to only the grievance under
37 consideration. Attendance at the conference shall consist of the employee
38 involved, and/or the Local Union President, whoever is applicable, and the
39 City Manager and/or designated representative, provided, however, that
40 both parties may have two (2) additional representatives in attendance at the
41 conference and these additional representatives may include non-employee
42 representatives. If the grievance is not settled within fourteen (14) days,
43 excluding Saturday, Sunday and holidays (recognized under this

Agreement), following the date of the special conference, the Employer shall issue a written decision within that period of time. The written decision of the Employer shall be given to the employee involved or to the Local Union President, whoever is applicable, or, in the absence of the employee or the Local Union President, to an employee representative of the Union.

(d) Step 4.

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

Section 7.3. Time Limits

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

Section 7.4. Grievance Form

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

Section 7.5. Consolidation of Similar Grievances

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

Section 7.6. Selection of Arbitrator and Arbitration Hearings

After a grievance which is arbitrable is properly referred to arbitration, the parties shall attempt as soon as reasonably convenient to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from this panel, the arbitrator shall be selected by each party alternately striking a name from the panel of

1 arbitrators with the remaining name serving as the arbitrator. The selection of the arbitrator shall
2 be completed within ninety (90) days following the date the Union submits to the Employer its
3 written notification of intent to arbitrate the grievance. It shall be within the sole discretion of each
4 party whether to bear the full cost of the expenses of its own witnesses and representatives,
5 including pay for all working time lost during an employee's regularly scheduled shift. In no event
6 shall one party be responsible for bearing the costs and expenses of the other party's witnesses and
7 representatives, including pay for all working time lost during an employee's regularly scheduled
8 shift. It is provided, however, that the Employer agrees to pay for actual working time lost during
9 the regularly scheduled shift of the Steward involved with the grievance. The compensation and
10 expenses of the arbitrator and any costs incurred in connection with the location of the arbitration
11 hearing shall be shared equally by the Employer and the Union. It is provided, however, that if a
12 scheduled arbitration hearing is canceled, adjourned or postponed within seven (7) days or less
13 prior to the scheduled date, then any fee that may be assessed by the arbitrator due to the late
14 cancellation, adjournment or postponement shall be paid in full by the party making the
15 cancellation, adjournment or postponement, unless such cancellation, adjournment or
16 postponement is the result of mutually resolving the grievance, in which case the parties shall
17 equally share any fees assessed by the arbitrator. Any employee called as a witness either by the
18 Employer or the Union shall be excused from the arbitration hearing after the employee's testimony
19 is completed, subject to the need for further testimony at a later time.

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

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

27 **NO STRIKE - NO LOCKOUT**

28 **Section 8.1. Prohibition**

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

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

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

5 **STEWARDS**

6 **Section 9.1. Stewards**

7 Stewards and alternate Stewards, each of whom shall be a seniority employee working for
8 the Employer, shall be selected by the respective members of the bargaining unit to represent the
9 following districts: streets, parks, water resource recovery, water, code enforcement, and office
10 professionals. The Employer shall be notified within five (5) working days of any changes in
11 Stewards. A Steward, during working hours and without loss of pay or time, shall investigate and
12 present grievances originating in the Steward's respective district to the Employer, provided the
13 Steward has obtained permission from the Steward's supervisor. The Steward or alternate Steward
14 shall be temporarily excused from assigned duties by the supervisor as soon as reasonably possible
15 and only after proper arrangements have been made for the continued performance of the Steward's
16 assigned duties.

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

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

23 **SPECIAL CONFERENCES**

24 **Section 10.1. Special Conferences**

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

MANAGEMENT RIGHTS

Section 11.1. Rights

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

Section 11.2. Supervisors Doing Bargaining Unit Work

The City has the right, depending upon circumstances, to have PACT (Professional, Administrative, Confidential and Technical) employees perform regular bargaining unit work. The City supports the approach that the majority of the bargaining unit work is performed by members of the bargaining unit. However, under special circumstances a need may present itself where a PACT employee will complete bargaining unit tasks, such as weather emergencies, staffing emergencies (illness, death, leave of absence), and position vacancy or in cases of staff and citizen safety; this list is not all inclusive. PACT employees will not work in a capacity, on a regular basis, that negatively impacts bargaining unit overtime.

FAIR EMPLOYMENT STANDARDS

Section 12.1. Discrimination Complaints

There shall be no discrimination in hiring, upgrading, demoting or transferring, in accordance with Federal, State or local laws and ordinances, or as to political party or union

1 affiliation. Complaints regarding the application and interpretation of this Section of this
2 Agreement may be processed in accordance with the grievance procedure established in this
3 Agreement, but any such complaints shall not be subject to the arbitration procedure established
4 in this Agreement. This does not prohibit arbitration of a grievance which primarily involves a
5 complaint alleging violation of a different Section of this Agreement and a violation of this Section
6 is alleged only as a secondary complaint.

7 **Section 12.2. Reasonable Accommodation Obligation**

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

21 **UNION RESPONSIBILITIES**

22 **Section 13.1. Union Business**

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

26 **SENIORITY**

27 **Section 14.1. Acquiring Seniority**

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

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

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

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

Section 14.2. Seniority List

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

Section 14.3. Loss of Seniority

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

(a) If the employee quits or retires.

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

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

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

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

(f) If the employee is absent from work for two (2) consecutively scheduled Employer work shifts for the employee without properly notifying the Employer, unless the employee's failure to properly notify is excused for a reason satisfactory to the Employer. The provisions of subsection (f) are intended to apply only to an employee's obligation to properly notify the

1 Employer of absence within the required period of time. Regardless of whether an employee
2 properly notifies the Employer, the employee may still be subject to disciplinary action up to and
3 including discharge for the absence if the reason for the absence is not satisfactory.

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

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

13 **LAYOFF AND RECALL**

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

15 For purposes of the Layoff and Recall sections of this Agreement, the term “layoff” shall
16 refer to a reduction in the Employer's work force due to a lack of work, a decrease in work or a
17 change or reallocation in appropriation of funds by the Employer. In the event that a layoff is
18 deemed necessary, the determination as to which particular job classification or job classifications
19 within which particular department or departments shall be affected by the layoff shall be made
20 by the Employer.

21 **Section 15.2. Layoff**

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

- 25 (a) Temporary employees
- 26 (b) Part-time probationary employees
- 27 (c) Full-time probationary employees
- 28 (d) Part-time employee(s) with the least seniority
- 29 (e) Full-time employee(s) with the least seniority

30 An employee with seniority displaced from the employee’s regular classification by
31 indefinite layoff shall be allowed to exercise seniority by replacing the employee with the least
32 seniority in the following order:

- 33 (a) Replacing the employee with the least seniority in the identical classification in any
34 other department.

1 (b) Replacing the employee with the least seniority in another classification within the
2 same department.

3 (c) Replacing the employee with the least seniority in any classification in any
4 department.

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

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

10 The term "qualifications" shall be defined to include skill, ability, experience, training and
11 work record. The term "seniority" is defined under Section 14.1 of this Agreement.

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

13 An employee who, due to a layoff realignment under the layoff provisions of Section 15.2
14 of this Agreement, is in a different job classification shall receive the straight time regular rate of
15 pay in the new job classification pay range at the pay rate step which coincides with the pay rate
16 step the employee was at in the employee's former job classification. Thereafter, the employee
17 shall progress in pay rate within the established pay range in accordance with the procedures
18 established under this Agreement.

19 **Section 15.4. Recall and Recall Procedure**

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

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

31 When employees who have seniority are recalled to work from a layoff without prior
32 knowledge of the date of resumption of work, the Employer may attempt to telephone the
33 employee first in an attempt to give the employee notice of the recall. The notification of recall to
34 work shall be confirmed by the Employer by certified mail sent to the employee's last known
35 address on file with the Employer, regardless of whether the employee was, in fact, contacted by
36 telephone. If an employee fails to reports for work within seven (7) days, excluding Saturday and
37 Sunday, from the date of the postmark of the notice of recall sent by certified mail, the employee
38 shall be considered a voluntary quit, unless excused for a reason satisfactory to the Employer. It

1 shall be the employee's sole responsibility to keep the employee's current telephone number and
2 mailing address on file with the Employer, and the Employer's reliance on these records shall
3 mean that the Employer's obligations under this Section are fully satisfied.

4 **Section 15.5. Exceptions**

5 Exceptions or deviations from the layoff procedure set forth in Section 15.2 of this
6 Agreement may be necessary or desirable in appropriate circumstances. Any exceptions or
7 deviations shall be subject to mutual agreement between the parties and, as such, may properly be
8 made the subject of a special conference.

9 **TRANSFERS**

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

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

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

23 **Section 16.2. Movement of Work**

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

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

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

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

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

9 Employees who are fully qualified for the temporary transfer job and who are temporarily
10 transferred for a period of more than three (3) consecutive hours shall receive either their current
11 rate of pay or the straight time regular rate of pay for the job to which they were temporarily
12 transferred at the pay rate step the employee currently receives, whichever is greater, for the period
13 of the temporary transfer.

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

15 (a) Temporary Job Assignment

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

19 In situations where a temporary job assignment or job transfer for an employee within
20 classification would involve assignment to a different shift as compared to the employee's normal
21 work shift, the Employer agrees to first attempt to solicit volunteers from among employees who
22 are considered and determined by the Employer as qualified and available. In the event that a
23 sufficient number of volunteers are not obtained, the Employer agrees to make a good faith attempt
24 to distribute temporary assignments to a different shift among employees who are considered and
25 determined by the Employer as qualified and available on as reasonably equitable basis as
26 practicable.

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

34 (b) Temporary Transfer to Cover for Declared Vacancy

35 In situations where a temporary job assignment or job transfer for an employee within
36 classification involves assignment to a different shift as compared to the employee's normal work
37 shift and the temporary transfer is being made in order to cover a vacancy which is not due to a
38 leave of absence or vacation, the Employer agrees to make a good faith attempt to secure a
39 replacement employee for the vacancy within a reasonable period of time not to exceed six (6)

1 months, unless unusual circumstances are involved and a longer period of time is therefore
2 necessary.

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

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

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

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

9 An employee currently receiving a shift premium shall retain such premium throughout the
10 temporary transfer period regardless of the shift assignment. An employee transferring temporarily
11 to a shift incorporating a premium shall receive the premium throughout the transfer period.

12 **JOB POSTING AND BIDDING PROCEDURES**

13 **Section 17.1. Posting of Jobs**

14 All vacancies occurring in existing permanent job positions or new permanent job positions
15 will be communicated via email to all TPOAM bargaining members, including the Union
16 President. The vacant position will be open to TPOAM employee bidding for eight (8) calendar
17 days. Employees who have seniority and who are interested shall apply on a form provided by the
18 Employer during the posting period, provided there is no violation of the Nepotism Policy.

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

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

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

34 Definition of Vacancy. The term "vacancy" for purposes of this Section and any other
35 Section of this Agreement shall be defined to mean a job position falling within the bargaining
36 unit covered by this Agreement which the Employer has determined to fill or staff on a regular

1 basis with an employee or employees. The determination to fill or staff a job position on a regular
2 basis, thereby creating a vacancy, is reserved to the Employer within its sole discretion. Under no
3 circumstances can a vacancy automatically occur. A vacancy is not created until such time as the
4 Employer affirmatively decides to fill or staff with an employee or employees on a regular basis
5 what was either a previously existing job position or what is a newly created job position. For
6 example, a vacancy is not automatically created merely because an employee transfers out from
7 what was a previously existing job position or because an employee is no longer employed by the
8 Employer.

9 **Section 17.2. Awarding of Jobs**

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

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

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

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

Section 17.4. Rate of Pay Applicable

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

TRAINING

Section 18.1. Training Programs

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

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

Section 18.2. Education Benefit

(a) The Employer will provide education assistance for tuition and associated fees for all seniority full-time employees not to exceed the IRS non-taxable fringe benefit guidelines. Payment will be made following receipt of a bill from an accredited adult education school or university. Part-time employees may receive a prorated benefit amount as noted below:

30 hour per week employee	20 hour per week employee
70% of the full-time employee education assistance	50% of the full-time employee education assistance

The above coverage will be available, provided the following conditions are met:

1. The employee requests educational funds from their Department Head no less than 120 days prior to the start of the course. The Department Head may approve or deny based on fund availability. If the department budget cannot accommodate the cost associated with the education program, a delay in enrollment may be necessary. The application for reimbursement and the course description must be submitted to the Human Resources Director for evaluation and approval prior to course enrollment.
2. The course is job related or reflects on improved job performance or is a degree requirement. A "degree" is defined as a field of study that is directly applicable to the City, employee's current position or to be used toward a position which the City would employ.

3. A grade of "C" or better is attained in adult education or undergraduate work and a grade of "B" or better is attained in graduate work.
4. In the event the employee is receiving the cost of the tuition from another source (another employer or spouse's employer, etc.), the employee shall only be reimbursed for required textbooks if not subject to reimbursement from another source in accordance with 1, 2 and 3 above.
5. Upon receiving the grade report, the employee has two (2) weeks in which to submit the grade report to Human Resources.
6. If the conditions of paragraph 3 and 5 of this section are not met, or the employee withdraws from the course, then the employee will be subject to payroll deduction for the amount of the course(s) in question.
 - a. Payroll deduction will commence immediately. The deduction will be divided equally among the next six (6) pay periods (or fewer at the employee's request).
 - b. If the employee receives this benefit and then terminates employment with the City for any reason within a one (1) year period from the date of the course completion, the employee will be required to refund the City for all education benefit funds provided within the previous 12-month period. Advanced funds will be deducted from the employee's final paycheck or leave payout, if necessary.
7. If an employee is in the process of repayment for a previous class, the employee will not be allowed to utilize the education benefit until the previous tuition advance is repaid.
8. Other training seminars and workshops appropriate to the employee's performance of his/her job shall be reimbursed according to policies set forth in Administrative Memo No. 3-87.

WORKING HOURS AND PAY PERIODS

Section 19.1. Pay Periods

The established work week shall start at 12:00 a.m. each Sunday and end at 11:59 p.m. the following Saturday. Pay periods will be bi-weekly and will end at 11:59 p.m. Saturday.

Section 19.2. Work Schedules

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

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

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

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

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

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

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

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

24 **Section 19.4. Flexible Schedule Program**

25 Employees who desire to work a different work schedule may alter their schedule if
26 approved by his/her Department Head and Division Director.

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

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

31 At the discretion of the Department Supervisor, employees may remain on the four (4) day,
32 ten (10) hour per day work schedule during a holiday week. The supervisor may require employees
33 to return to a standard schedule of five (5) eight (8) hour days for any reason. Employees who
34 remain on the four (4) day, ten (10) hour shifts will be required to use two (2) hours of vacation,
35 personal or compensatory time to make the standard eighth (8) hour holiday a full ten (10) hour
36 day.

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

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

Overtime compensation shall be paid as follows:

At the rate of time and one half for all hours worked in excess of ten (10) hours in one day or forty (40) hours in one week.

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

Vacation and sick leave will continue to accrue on the same basis as described in the Agreement. Employees will be expected to be at their work stations to begin work promptly at the start of their scheduled shift, observe the scheduled lunch period and remain working until the end of the shift. Failure to adhere to the schedule could end the flexible schedule program.

The flexible schedule program may end; if the starting, ending, rest or lunch periods are abused; if the services are being ineffectively or inefficiently provided; or the offices fail to be sufficiently staffed due to the flexible schedule program.

Section 19.5. Shift Preference

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

1 this Agreement or to utilize some other procedure for determining the desires of employees who
2 may be eligible for the exercise of shift preference rights.

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

10 OVERTIME

11 **Section 20.1. Premium Pay for Overtime Work**

12 Overtime compensation shall be paid as follows:

13 (a) All hours worked in excess of a regular work day including hours contiguous to the
14 regular work day will be paid at time and one-half. The City will provide additional break periods
15 as needed, during times of extended overtime work hours.

16 (See Flexible Schedule Program Section 19.4 for specifics.)

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

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

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

33 (c) Non-Standard Shift

34 An employee scheduled to regularly work a non-standard shift (something other than
35 Monday through Friday) will have their first day off defined as their Saturday and their second
36 day off defined as their Sunday, for the purposes of overtime and double time pay.

In all situations, hours worked on a “Saturday” will be paid at the overtime rate of time and one-half. Hours worked on a “Sunday” will be paid at a double time rate, including hours worked under Section 22.1 Call back.

(d) A part-time employee will be paid overtime at time and one-half, for all hours worked in excess of their regular work day including hours continuous to the regular work day.

Exception and Clarification: When a mutually agreed upon schedule adjustment is made, a part-time employee will then be paid overtime for hours worked over eight (8) hours in a day. At the time of hire, the part-time employee will be notified of specific annual work periods where the work schedule will be altered due to high departmental workload. The City will alter a part-time employees schedule to avoid overtime and meet customer demands during high volume periods. For example: July and December in Finance to assist with tax processing, an approved leave of absence for a full-time employee or during a position vacancy; this list is not all inclusive.

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

Section 20.2. Overtime Work

For the purpose of determining hours worked, authorized paid leave time shall be considered time worked. Employees shall work a reasonable amount of overtime when so directed by their supervisor.

Section 20.3. Compensatory Time

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

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

40 hour per week employee	30 hour per week employee	20 hour per week employee
130 hours	98 hours	65 hours

If the accumulated balance exceeds the maximum allowed, the excess will be paid.

The number of hours listed on the pay stub will be the “record” of an employee’s accrued time. If an employee believes this amount is incorrect, they must approach payroll within two (2) pay periods regarding the discrepancy or the payroll records will not be changed.

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

Compensatory time may be taken in no less than thirty (30) minute increments.

Each year a seniority employee may request payment of unused accumulated compensatory hours as defined below:

40 hour per week employee	30 hour per week employee	20 hour per week employee
30 hours	23 hours	15 hours

The employee must complete the appropriate payroll form by November 1 each year to request this payout. The elected hours will be paid out during the month of December.

Annually on December 31, hours remaining in the compensatory time bank in excess of 100 will be deposited into the employees' Health Care Savings Program. Refer to Section 30.8. Health Care Savings Program.

Section 20.4. Temporary Employees

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

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

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

Section 20.5. No Duplication or Pyramiding

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

EQUALIZATION OF HOURS

Section 21.1. Overtime Work Distribution Equalization

(a) Extra hours during periods of overtime operation should be distributed among employees in the same classification within the same department as far as reasonably practicable. It is provided, however, that this distribution of overtime work on a reasonably practicable basis shall not apply to work requiring a special skill, ability, training, or experience which is not shared by all employees in the particular classification. Employees performing such overtime work requiring a special skill, ability, training or experience shall, however, be charged with the amount of overtime hours worked for purposes of distribution. It is also recognized that, in situations involving overtime work beyond the regular shift, such overtime work shall be performed by the employee or employees who performed the work during the regular shift. Information concerning distribution of overtime work hours shall be available upon request to the specific department and shall be posted every two weeks on the bulletin boards so that employees involved may check their standing. When an employee is offered overtime work but refuses the offer, or when an employee trades off an assignment and that assignment results in overtime work being performed, the employee shall be charged as if the employee had worked for purposes of distribution. If an employee accepts an overtime work assignment and fails to report, unless excused for a reason satisfactory to the Employer, the employee shall be charged with double the amount of overtime hours the employee would have worked for purposes of distribution. Employees who are assigned overtime work who refuse the assignment and employees who accept an overtime work assignment and fail to report and work the assigned hours shall be subject to disciplinary action separate and apart from any charging of hours for purposes of distribution under this Section. Overtime work distribution will be computed from January 1 through December 31 each year and, at the completion of this twelve (12) month period of time, employees shall be placed at zero (0) hours for the commencement of the next yearly period of time. Questions regarding overtime work distribution shall be discussed by the parties as they arise, and, if a remedy is deemed appropriate, such remedy shall be limited to balancing. The record of overtime hours shall be maintained on a mutually agreed upon form.

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

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

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

(e) It is expressly understood and agreed that employees who wish to be considered eligible for performance of overtime work must have on file with the Employer the employee's

current telephone number or some other telephone number at which the employee can be reached after regular working hours. Failure to have such telephone number on file shall mean that the employee is not eligible to participate in the equalization or distribution of overtime work or work outside of regular working hours.

CALL BACK

Section 22.1. Call Back

An employee called back to work outside of their regular work schedule shall receive compensation as provided below:

(a) Overtime Contiguous to the Regular Work Shift

Overtime hours worked in conjunction with the start or end of a regular work shift will be paid at time and one-half for time worked.

(b) Overtime Not Contiguous to the Regular Work Shift

Less than 24-hour notice to work overtime – Any employee who receives less than a 24-hour notice to work required overtime, which is not contiguous to their regular work shift, will be compensated for a minimum of three (3) hours at time and one-half.

24-hour notice (or more) to work overtime – An employee who receives a notice of 24 hours or more to work required overtime, which is not contiguous to their regular work shift, will be compensated for a minimum of two (2) hours at time and one-half.

(c) Mandatory Meetings in a 24-Hour Operation

If a department requires 24-hour staffing and an employee is required to attend a meeting during their off hours, which is not contiguous to the employee's regular work shift, the employee will be compensated at a minimum of three (3) hours at time and one-half.

(d) Overtime or double time compensation related to work on a "Saturday" or "Sunday" will be paid in accordance with Section 20.1 Overtime of this Agreement.

(e) Holiday pay will be paid in accordance with Holidays – Sections 23.1, 23.2 and 23.3 of this Agreement.

(f) Call Back Overview

	Less than 24 hours advance notice of overtime	24 or more hours of advance notice of overtime
Contiguous to the end of the regular work shift	Paid at time and one-half for time worked	Paid at time and one-half for time worked
Contiguous to the beginning of the regular work shift	Paid at time and one-half for time worked	Paid at time and one-half for time worked

Not contiguous to the regular work shift	Paid at a minimum of three (3) hours at time and one-half	Paid at a minimum of two (2) hours at time and one-half
<u>Exception</u> – Mandatory meetings in a 24-hour operation		Paid at a minimum of three (3) hours at time and one-half

HOLIDAYS

Section 23.1. Holiday Pay

(a) All full-time employees shall receive one (1) regularly scheduled work day's pay (8 hours) at their straight time rate of pay, exclusive of all premium pay, for each of the following ten (10) paid holidays recognized under this Agreement, provided the employee is eligible under the rules established in this Agreement.

(b) Part-time employees scheduled to work on the following ten (10) holidays shall receive compensation at their straight time rate of pay for the number of hours per day the employee is regularly scheduled to work on that particular holiday, provided the employee is eligible under the rules established in this Agreement.

Recognized Holidays:

New Year's Day	Indigenous Peoples Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day

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

Section 23.2. Holiday Pay Eligibility

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

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

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

(c) If an employee is absent on an authorized vacation and a recognized holiday falls within the employee's authorized vacation, the employee will receive holiday pay.

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

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

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

Section 23.3. Holiday Work

An employee who actually works on the calendar day of a holiday recognized under this Agreement shall receive double time the employee's straight-time regular rate of pay for hours actually worked and, in addition, shall receive the holiday pay set forth in Section 23.1. of this Agreement, provided the employee is eligible for the holiday pay under the conditions and qualifications established in Section 23.2. of this Agreement.

Double time and holiday pay are broken down as follows:

(a) Employee will receive 8 hours of pay at their regular straight time rate for hours worked (example: a full-time person will receive 8 hours, which is applied to the standard 40- hour work week).

i) Standard work hours may only be paid to the employee.

(b) Employee will receive an additional 8 hours of pay at their regular straight time rate for hours "worked" on the recognized holiday (example: a full-time employee will receive 8 hours).

i) Holiday "worked" hours may be paid to the employee or placed in the compensatory time leave bank.

(c) Employee will receive 8 hours of holiday pay, which is the 8 hours they would have received if they were off work due to the city offices being closed (example: a full-time employee would receive 8 hours for a standard holiday such as July 4th).

i) If the employee works on the holiday, they may place their holiday pay hours in their compensatory time leave bank.

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

VACATIONS

Section 24.1. Paid Vacation and Eligibility

Employees who have successfully completed their probationary period shall be eligible to use accrued vacation leave as provided below.

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

Vacation Leave Accrual Eligibility		
40 hour per week employee	30 hour per week employee	20 hour per week employee
120 hours	90 hours	60 hours

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

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

Vacation leave may be taken in a minimum of one (1) hour increments, any fraction of an hour will be charged as a full hour.

December 31, 2014, and each December thereafter, vacation shall accrue to the following maximums:

Vacation Leave Maximum Accrual		
40 hour per week employee	30 hour per week employee	20 hour per week employee
240 hours	180 hours	120 hours

1 **Section 24.2. Vacation Pay**

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

5 **Section 24.3. Vacation Requests**

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

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

13 **Section 24.4. Vacation Buy Back**

14 Seniority employees have the option of cashing in unused vacation hours once per year.

15 If an employee has unused vacation hours, they may receive payment for a maximum of
16 sixty (60) hours in any given year to be paid during the month of December. The employee may
17 elect to receive payment or deposit the funds into their deferred compensation plan or their Health
18 Care Savings Program, see Section 30.8.

19 Payment will be made provided:

- 20 1. The employee completes the appropriate payroll form by November 1 each year to
21 request payment.
- 22 2. The employee has taken at least forty (40) hours of vacation leave in the current
23 calendar year. In this case, the employee may request payment for one (1) to forty
24 (40) hours of vacation buy back.
- 25 3. The employee has taken a minimum of forty (40) hours of vacation in the current
26 calendar year. In this case, the employee may request payment for less than or equal
27 to the actual number of vacation hours the employee has taken in the current
28 calendar year, up to a maximum of sixty (60) hours.

29 The deferred compensation contribution is available only if the employee will not exceed,
30 or is not at the maximum deferral, allowed by the IRS.

31 Hours selected for deposit into Health Care Savings Program will be contributed in the
32 following January.

Section 24.5. Voluntary Separation

Upon voluntary separation of any employee from the service of the Employer other than by leave of absence or retirement, the employee shall be paid, at the time of separation, for the unused vacation balance, provided the employee shall have given two (2) weeks prior notice of the separation. Refer to Section 30.8. Health Care Savings Program for vacation leave payout options. To receive payment for any unused vacation balance at retirement, the notification standards set forth in Section 30.4. must be satisfied.

In the event of death, the employee's estate shall be compensated for the unused vacation balance up to the maximum allowable under the contract. The payment is based upon the employee's rate of pay at the time employment ceased.

SICK LEAVE

Section 25.1. Use of Sick Leave

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

Section 25.2. Accumulation Rate

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

40 hour per week employee	30 hour per week employee	20 hour per week employee
120 hours	90 hours	60 hours

Provided the eligibility standard for sick leave accrual is satisfied (see above), the monthly sick leave accrual rate is as follows:

40 hour per week employee	30 hour per week employee	20 hour per week employee
8 hours	6 hours	4 hours

Section 25.3. Maximum Accumulation

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

40 hour per week employee	30 hour per week employee	20 hour per week employee
1,040 hours	780 hours	520 hours

Section 25.4. Use of Paid Vacation

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

Section 25.5. Death or Retirement

In the event of death, the employee's estate shall be compensated for one-half the employee's accumulated sick leave up to the following maximums. The payment is based upon the employee's rate of pay at the time employment ceased. Refer to Section 30.8. Health Care Savings Program for sick leave payout options. To receive the preceding sick leave benefit upon retirement, the standards set forth in Sections 30.3. and 30.4. must be satisfied.

40 hour per week employee	30 hour per week employee	20 hour per week employee
520 hours	390 hours	260 hours

Section 25.6. Abuse of Sick Leave

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

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

Section 25.7. Sick Pay Calculation

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

Section 25.8. Immediate Household and/or Family

Sick leave shall be allowed in the event of illness in the employee's immediate household and/or the employee's immediate family subject to the approval of the Department Head. Immediate family for purposes of this Section shall be defined as spouse, child, parent, and parent

1 of current spouse, sister, brother, grandparent, grandchild, or stepfamily member in any of the
2 categories identified. The use of paid sick leave for this purpose shall be subject to the same terms
3 and conditions as are applicable to the use of paid sick leave for an employee's own sickness or
4 accident.

5 **Section 25.9. Disciplinary Action**

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

10 **Section 25.10. Workers' Compensation**

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

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

27 **OTHER LEAVES OF ABSENCE**

28 **Section 26.1. General Requirements**

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

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

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

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

1 **Section 26.2. Personal Leave**

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

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

8 **Section 26.3. Military Leave**

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

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

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

24 **Section 26.4. Education Leave**

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

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

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

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

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

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

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

30 In situations where an employee's physical, medical or mental condition raises a question
31 as to the employee's capabilities to satisfactorily perform the employee's job, or the safety of the
32 employee or others, the Employer may require a fitness for duty medical examination and
33 certificate from the employee's physician and/or require the employee to take a leave of absence,
34 provided, however, that this right shall not prohibit the Employer from taking any other action as
35 may be deemed appropriate under the circumstances. If the Employer thereafter still questions the
36 employee's condition, the Employer may require a second fitness for duty medical examination
37 and opinion paid for by the Employer by an Employer-selected physician and/or require the
38 employee to take a leave of absence, provided, however, that this right shall not prohibit the
39 Employer from taking any other action as may be deemed appropriate under the circumstances.

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

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

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

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

9 **Section 26.6. Administrative Leave**

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

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

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

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

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

36 (a) Upon request, a full-time employee will be granted a leave of absence with pay for
37 up to a maximum of three (3) days the employee is otherwise scheduled to work
38 following and including the date of death of a member of the employee's immediate
39 family in order to attend the funeral and take care of other necessary arrangements.

- 1 (b) Part-time employees will be granted a leave of absence with pay for the number of
2 hours per day the employee is regularly scheduled to work. The maximum days for
3 which an employee may request and receive pay provided in this Section may
4 include the date of death.
- 5 (c) Immediate family shall be defined as: current spouse, child, stepchild, grandchild,
6 parent, grandparent, parent of current spouse, sister, brother, sister-in-law, brother-
7 in-law, or any relative living under the employee's roof. At the request of an
8 employee, special circumstances not falling within the scope of this definition of
9 immediate family shall be given consideration by the City Manager on an
10 individual ad hoc basis.
- 11 (d) The maximum days for which an employee may request and receive pay provided
12 in this Section must be scheduled working days of the employee occurring within
13 five (5) calendar days following date of death. With the exception of instances
14 where the services are scheduled after the five (5) calendar day stipulation, the
15 available bereavement leave may be used when written documentation of the
16 service date and schedule is provided to the employee's Department Head for
17 approval. An employee granted a leave of absence under this Section shall receive
18 pay in an amount equal to what the employee would have earned by working the
19 employee's scheduled straight time hours at the employee's straight time regular
20 rate of pay, exclusive of all premium pay, on the days for which paid leave is
21 granted. The maximum days for which an employee may request and receive pay
22 provided in this Section shall not be deductible from the employee's accumulated
23 paid sick days. Additional paid leave for travel purposes may be granted with the
24 approval of the City Manager which shall be charged against the sick leave record
25 of the employee.
- 26 (e) Co-Worker Funeral Leave. Upon request, an employee may be granted up to four
27 (4) hours leave with pay to attend the funeral of a current (regular) City employee.

28 **Section 26.9. Paid Personal Days**

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

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

31
32 New employees hired between July 1 and December 1 of the current year shall be credited
33 with personal leave as defined below.

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

34
35 Personal leave may be used for personal business during the current calendar year. Such
36 leave may not be accumulated nor paid for upon termination of employment.

1 The pay for a personal day shall be equal to the employee's straight time regular rate of pay
2 for up to the number of straight time hours the employee was otherwise scheduled to work,
3 exclusive of all premium pay. A paid personal day shall be scheduled in advance by mutual
4 agreement between the employee and the employee's Department Head taking into consideration
5 the personnel and service requirements of the Employer and efficiency of operations. The
6 minimum increment that may be taken by an eligible employee for a paid personal day is one (1)
7 hour; any fraction of an hour will be charged as a full hour.

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

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

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

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

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

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

1 providers differ, the Employer may require the employee, at the Employer's expense, to obtain
2 medical certification from a third health care provider designated or approved jointly by the
3 Employer and the employee. The Employer shall have the right to require medical re-certifications
4 at reasonable intervals during the leave, at the Employer's expense.

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

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

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

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

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

36 RULES AND REGULATIONS

37 Section 27.1. Rules and Regulations

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

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

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

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

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

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

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

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

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

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

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

LIFE AND HOSPITALIZATION INSURANCES

Section 29.1. Life Insurance

The Employer will provide all eligible regular employees who usually works thirty (30) or more hours per week on a continuous basis fully paid group term life insurance. The amount of the life insurance shall be equal to one (1) times the employee's straight time regular rate of pay, including applicable premium pay and excluding shift premium pay, for the number of hours regularly scheduled to work (two thousand eighty [2080] straight time hours per year for forty [40] hour per week employees and one thousand five hundred sixty [1560] for thirty [30] hour per week employees) rounded to the nearest one thousand dollars (\$1,000.00). The group term life insurance program becomes effective for eligible employees the first (1st) day of the month following completion of thirty (30) days of employment. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff, the group term life insurance program coverage shall terminate as of the date the quit, termination or layoff occurs. In the event that an employee is on leave of absence, the group insurance program shall continue in effect until the end of the last day of the month in which the leave of absence occurs, provided, however, that the group insurance program may be continued thereafter during the leave of absence, provided the employee makes the proper arrangements and the employee makes timely payment of the required premiums. Other specific terms and conditions governing the life insurance program are set forth in detail in the master policies issued by the insurance carrier or carriers. The Employer reserves the right to select all life insurance carriers.

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

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

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

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

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

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

The following traditional health insurance and prescription drug program is effective January 1, 2024.

Employee Premium Co-Share (pre-tax)
Prorated Over 26 Pays in the Year

- 2023: Premium co-share will change by 10% of the average increase/decrease in per employee cost of 2019-20
 - Family - \$1,301.58 (\$54.23 per pay)
 - Single - \$751.50 (\$31.31 per pay)
- 2024: Premium co-share will change by 10% of the average increase/decrease in per employee cost of 2020-2022

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> 90/10% unless noted under the plan 90/10% - office visit 	<ul style="list-style-type: none"> 70/30% of reasonable and customary (R&C) charges on most services
Annual Deductible	<ul style="list-style-type: none"> \$0 	<ul style="list-style-type: none"> \$150 Individual \$300 Family
Out-of-pocket Maximums (Does not include the deductible)	<ul style="list-style-type: none"> 2024-2026: \$600 Individual \$1,100 Family 	<ul style="list-style-type: none"> 2024-2026: \$2,300 Individual \$4,500 Family

Prescription Drug Program	
Year	Employee Co-Payment
	<ul style="list-style-type: none"> 20% of the cost with a minimum of \$15 not to exceed \$40 per prescription, regardless if generic or brand name. \$75 co-pay on drugs costing \$500 or more Mail order: 2 x retail co-pay for a 90-day supply \$150 co-pay on prescriptions > \$1,000, mail order. Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug. Limited to \$3,000 annually for single coverage and \$9,000 annually for family coverage. Effective January 1, 2018, Acthar HP will be excluded from coverage

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

Section 29.3. Wellness Program Participation Rewards

(a) A \$250 health care flexible spending contribution will be available to TPOAM HealthSteps Wellness Program participants enrolled in the Traditional Health Care Plan. The benefit will be provided to program participants who earn at least \$50.00 in HealthSteps rewards every six months (twice in the previous year). Being free from the use of all tobacco and vaping products must be a component of the \$50.00 reward earned by an employee. Enrollees must complete the required clinical assessment, if needed, and participate in a six-month health status meeting with the Health Coach. If at enrollment the employee's clinical values are in the optimal range, the employee will not participate in the second clinical assessment but will be required to meet with the Health Coach.

1 The \$250 annual health care flexible spending contribution will be effective for the year
2 following the employee meeting the required criteria in this section. The tracking related to this
3 additional flexible spending contribution will begin with the employee's enrollment into
4 HealthSteps.

5 RETIREMENT

6 **Section 30.1. Retirement Program**

7 Employees hired prior to May 22, 2017, will be included in the B-4 (2.5% multiplier)
8 retirement plan with the 55-20 waiver and a three (3) year final average compensation (FAC) factor
9 (the average of the highest consecutive three [3] year [36 months] period of earnings of the
10 employee's credited service) and a six (6) year vesting period. The plan is provided by the
11 Municipal Employees Retirement System (MERS). A current copy of the booklet explaining the
12 retiree's rights and benefits will be made available to each current employee and to each new hire.

13 Employees hired after May 22, 2017, but prior to January 1, 2024, will be included in the
14 B-2 (2% multiplier) retirement plan with a 55-20 waiver and a three (3) year final average
15 compensation (FAC) factor (the average of the highest consecutive three [3] year [36 months]
16 period of earnings of the employee's credited service) and a six (6) year vesting period. The plan
17 is provided by the Municipal Employees Retirement System (MERS). The B-2 option provides
18 the following benefit calculation upon retirement: credited service times 2% of Final Average
19 Compensation (FAC).

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

22 **Defined Contribution Plan:** Effective January 1, 2024, employees hired on or after January 1,
23 2024, will be automatically enrolled into the following MERS Defined Contribution arrangement.

24 (a) The City will provide a ten percent (10%) contribution to a MERS Defined
25 Contribution plan on behalf of the employee, calculated on an employee's annual
26 gross wages.

27 (b) The employee is required to contribute five percent (5%) of their annual gross
28 wages to the same defined contribution plan. Contributions start at the time of hire.

29 (c) Vesting:

30 i. Completion of 1 year, vested 25%

31 ii. Completion of 2 years, vested 50%

32 iii. Completion of 3 years, vested 75%

33 iv. Completion of 5 years, vested 100% in employer's contribution funds
34 and any accumulated interest.

1 **Section 30.2. Deferred Compensation (457 Plan)**

2 Effective January 1, 2020, the City will offer investment options through MERS 457.
3 Those hired prior to January 1, 2020 may have invested with Nationwide and ICMA Deferred
4 Compensation programs and those programs will continue in effect for enrolled individuals. New
5 enrollees will be provided with a MERS 457 option.
6

7 Effective the first full pay period in January 2019, full-time and part-time employees hired
8 prior to May 22, 2017, shall be eligible for a matching contribution up to 1% of base wages to be
9 paid by the City toward a City-offered deferred compensation program.
10

11 Full-time and part-time employees hired on or after May 22, 2017, but before January 1,
12 2024, shall be eligible for a matching contribution up to 2% of base wages to be paid by the City
13 toward a City-offered deferred compensation program.
14

15 An employee may contribute more than the employer matching amounts as outlined above.
16 However, the City will not match beyond the stated percentages.
17

18 Employees hired on or after January 1, 2024, may contribute to the MERS Deferred
19 Compensation (457) plan up to the IRS established annual limits, but there is no employer match
20 or contribution to this plan.

21 **Section 30.3. Retiree Definition**

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

- 23 (a) Age 55 and 20 years of service, or
24 (b) Age 60 and 6 years of service, or
25 (c) Less than age 55 but with 20 years of service and taking a reduced pension with the
26 age reduction immediately upon termination of employment.

27 **Section 30.4. Retirement Notification**

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

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

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

1 **Section 30.5. Prior Service Credits**

2 Participants in the TPOAM MERS plan shall be eligible to purchase up to five (5) years of
3 generic service credits by paying 100% of the actuarial present value as calculated by the MERS
4 actuary. This purchased service cannot be used towards the counting of service for the required six
5 (6) years of vesting.

6 **Section 30.6. Eligibility for Vacation and Sick Leave Balance Payout**

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

8 **Section 30.7. Retiree Health Insurance**

9 The Employer will allow all benefited retiring employees, eligible spouses, and dependents
10 to participate in the group health insurance, prescription drug, dental and vision plan (hereinafter
11 referred to as “health plan”), provided the required cost is 100% paid by the retired employee.
12 Such payments shall be in accordance with procedures established by the Employer.

13 At retirement, the employee must complete an election form to:

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

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

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

18 The election form is available in the Human Resources Department. If a retired employee
19 is removed or discontinues participation in the health, prescription, vision or dental plan, with the
20 exception of the deferment option, the retired employee shall not be allowed to again become a
21 participant.

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

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

1

2

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4

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

Section 30.8. Health Care Savings Program

All members of the bargaining unit shall participate in the Municipal Employees' Retirement System (MERS) Health Care Savings Program. Employees must, on a pre-tax basis, contribute the minimum amount for participation.

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

(a) Retirement Payouts: No less than two weeks prior to an employee's retirement date, the employee may complete and submit to the City Payroll Office a leave conversion form indicating the number of eligible sick and vacation leave hours the employee desires to receive in a check as a cash out of the eligible balances. At the date of retirement, 100% of the cash value of any remaining and eligible sick and vacation leave balances shall be contributed to the employee's Health Care Savings Program. Year End Payouts: Annually by November 1, an employee desiring to receive payment for vacation and compensatory hours as defined in Section 25.4 Vacation and Section 20.3 Compensatory Time must complete a leave conversion election form and submit it to the Payroll office.

i) In January of the following year, 100% of the cash value of compensatory hours in excess of 100 hours and/or the elected amount of vacation hours selected will be contributed to the employee's Health Care Savings Program.

CONTRACTING AND SUBCONTRACTING

Section 31.1. Subcontracting and Outside Contracting Assistance

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

SUPPLEMENTAL AGREEMENTS

Section 32.1. Supplemental Agreements

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

COVERALLS AND UNIFORMS

Section 33.1. Uniform Allowance, Coveralls and Uniforms

Employees with certain job responsibilities are provided with an annual uniform allowance. This taxable uniform allowance is provided for the employee to purchase uniform/clothing that will make the employee identifiable as a City of Mt. Pleasant employee. Each employee who receives a uniform allowance will be required to wear a shirt, vest, jacket, etc. with a permanent City logo for easy identification; such as embroidery, silk screen or heat transfer. Each department may choose a color for the shirt, vest, jacket, etc. to represent their staff. The uniform allowances will be paid on an annual basis in the first full pay period in January. New employees will receive a uniform allowance on their first paycheck.

Classification	40 hour per week employee	30 hour per week employee	20 hour per week employee
Parks and Public Spaces I and II	\$280	\$210	\$140
Code Enforcement Officer	\$280	\$210	\$140
Street Maintenance Specialist I and II	\$280	\$210	\$140
Office Professional – Recreation Department	\$100	\$75	\$50
Water Resource Recovery Facility Operator	\$280	\$210	\$140
Water Plant/Distribution Operator	\$280	\$210	\$140

An appropriate number of coveralls shall be provided by the Employer for mechanics, employees assisting in the Motor Pool, employees working on Parks equipment, in sewer manholes or with chlorine and acid. Coveralls will be replaced as needed by the Employer. Coveralls are defined as; a one-piece light to medium weight outer garment that slips over an employee's regular clothing to protect it from stains or damage.

GENERAL

Section 34.1. Bulletin Boards

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

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

Section 34.2. Health and Safety

The Employer and the Union subscribe to the principles of good health and safety conditions. Where the Employer shall deem it necessary, it shall provide for protective devices

1 and equipment subject to such rules for the preservation, use and care of such equipment as the
2 Employer shall provide. It is understood that employees are expected to work in a safe manner. It
3 is also understood that employees shall cooperate with the Employer in all safety and health
4 procedures, including those established under federal and state law, and shall make proper use of
5 all equipment, devices and procedures provided or established for such purposes. The Union will
6 cooperate in assisting and maintaining, through proper usage, all safety and health procedures and
7 equipment provided and established by the Employer. It is expressly understood and agreed that
8 any defects in equipment or other devices and any conditions which may appear to create a health
9 or safety hazard shall be reported to the Employer. It is expressly understood and agreed that
10 violation of safety rules or regulations shall constitute just cause for disciplinary action, up to and
11 including discharge, as determined by the Employer.

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

15 **Section 34.3. Entire Agreement**

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

21 **Section 34.4. Captions**

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

24 **CLASSIFICATIONS**

25 **Section 35.1. Job Classifications**

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

COMPENSATION

Section 36.1. Wages

(a) **2024 Wages**. All base wages receive a 4.5% increase

Effective the first (1st) full pay period in January 2024, employees shall be paid on the basis of the following pay plan.

Changes in any pay rates (example: moving from the start rate to the one-year rate) shall be made commencing on the employee's anniversary date.

PAY PLAN – BASE WAGE SCHEDULE

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Water Resource Recovery Operator	1, 2, 3, 4	21.19	22.10	23.72
Water Plant Operator	5, 9, 10, 11, 12*	21.19	21.79	23.41
Water Distribution Operator	5, 9, 10, 11, 12*	21.19	21.79	23.41
(grandfathered)				
Water Distribution Operator	5a, 6, 7, 8*	21.19	21.79	23.41
(hired after 3/1/2020)				
Lead Water Distribution Operator	5, 9, 10, 11, 12*	21.19	21.79	23.41
Street Maintenance Specialist I	13	18.67	19.29	21.39
Street Maintenance Specialist II	13	20.38	20.99	24.67
Motor Pool Mechanic I	13, 14	17.79	18.42	21.74
Motor Pool Mechanic II	13, 14	19.64	20.23	23.78
Parks and Public Spaces I		20.24	20.86	22.96
Parks and Public Spaces II		21.95	22.56	26.24
Office Professional I	15, 16	18.89	19.52	23.01
Office Professional II	15, 16	n/a	19.92	23.42
Office Professional III	15, 16	n/a	n/a	24.23
Code Enforcement Officer		19.26	19.88	23.39

*See Letter of Agreement for details

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Water Resource Recovery Operator job classification who has the State D license, thereby qualifying for the \$2.35 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$2.88 per hour add-on, which is the **only** amount of add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.35
2	C DEQ state license	2.88
3	B DEQ state license	3.67
4	A DEQ state license	4.43
5	S-1 DEQ state license	0.94
5a	S-1 DEQ state license	2.47
6	S-2 DEQ state license	1.65
7	S-3 DEQ state license	1.10
8	S-4 DEQ state license	0.55
9	F-4 DEQ state license	2.07
10	F-3 DEQ state license	2.55
11	F-2 DEQ state license	3.29
12	F-1 DEQ state license	4.10
13	Commercial Driver's License <i>As of January 1, 2024, the CDL premium pay has been added to the base wage of the Parks & Public Spaces. The Parks & Public Spaces classification is no longer eligible for a premium pay code.</i>	1.57
14	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.68 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.46
15	LEIN TAC (OP's in Police Department only)	0.75
16	Election Official Accreditation (Clerk Department FT OP only). This bonus will apply only in situations where the City is totally reliant on the Election Official Accreditation held by the full time Office Professional in the Clerk's Office, to run an election process.	2,000 bonus

(b) **2025 Wages.** All base wages receive a 4.5% increase

Effective the first (1st) full pay period in January 2025, employees shall be paid on the basis of the following pay plan.

Changes in any pay rates (example: moving from the start rate to the one-year rate) shall be made commencing on the employee's anniversary date.

PAY PLAN – BASE WAGE SCHEDULE

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Water Resource Recovery Operator	1, 2, 3, 4	22.15	23.10	24.79
Water Plant Operator	5, 9, 10, 11, 12*	22.15	22.77	24.46
Water Distribution Operator (grandfathered)	5, 9, 10, 11, 12*	22.15	22.77	24.46
Water Distribution Operator (hired after 3/1/2020)	5a, 6, 7, 8*	22.15	22.77	24.46
Lead Water Distribution Operator	5, 9, 10, 11, 12*	22.15	22.77	24.46
Street Maintenance Specialist I	13	19.51	20.16	22.35
Street Maintenance Specialist II	13	21.29	21.94	25.78
Motor Pool Mechanic I	13, 14	18.59	19.25	22.71
Motor Pool Mechanic II	13, 14	20.52	21.14	24.85
Parks and Public Spaces I		21.15	21.80	23.99
Parks and Public Spaces II		22.93	23.58	27.42
Office Professional I	15, 16	19.74	20.40	24.05
Office Professional II	15, 16	n/a	20.81	24.47
Office Professional III	15, 16	n/a	n/a	25.32
Code Enforcement Officer		20.13	20.77	24.44

***See Letter of Agreement**

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Water Resource Recovery Operator job classification who has the State D license, thereby qualifying for the \$2.46 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$3.01 per hour add-on, which is the **only** amount of add-on applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.46
2	C DEQ state license	3.01
3	B DEQ state license	3.83
4	A DEQ state license	4.63

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
5	S-1 DEQ state license	.98
5a	S-1 DEQ state license	2.58
6	S-2 DEQ state license	1.73
7	S-3 DEQ state license	1.15
8	S-4 DEQ state license	0.58
9	F-4 DEQ state license	2.16
10	F-3 DEQ state license	2.66
11	F-2 DEQ state license	3.44
12	F-1 DEQ state license	4.28
13	Commercial Driver's License	1.64
14	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$3.84 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.48
15	LEIN TAC (OP's in Police Department only)	0.79
16	Election Official Accreditation (Clerk Department FT OP only). This bonus will apply only in situations where the City is totally reliant on the Election Official Accreditation held by the full time Office Professional in the Clerk's Office, to run an election process.	2,000 bonus

1 (c) **2026 Wages**. All base wages receive a. 4.5% increase

2

3 Effective the first (1st) full pay period in January 2025, employees shall be paid on the

4 basis of the following pay plan.

5

6 Changes in any pay rates (example: moving from the start rate to the one-year rate) shall

7 be made commencing on the employee's anniversary date.

1

PAY PLAN – BASE WAGE SCHEDULE

<u>Job Classification</u>	<u>Premium Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
Water Resource Recovery Operator	1, 2, 3, 4	23.14	24.14	25.90
Water Plant Operator	5, 9, 10, 11, 12*	23.14	23.79	25.56
Water Distribution Operator (grandfathered)	5, 9, 10, 11, 12*	23.14	23.79	25.56
Water Distribution Operator (hired after 3/1/2020)	5a, 6, 7, 8*	23.14	23.79	25.56
Lead Water Distribution Operator	5, 9, 10, 11, 12*	23.14	23.79	25.56
Street Maintenance Specialist I	13	20.39	21.07	23.36
Street Maintenance Specialist II	13	22.25	22.93	26.94
Motor Pool Mechanic I	13, 14	19.42	20.12	23.74
Motor Pool Mechanic II	13, 14	21.44	22.09	25.97
Parks and Public Spaces I		22.10	22.78	25.07
Parks and Public Spaces II		23.96	24.64	28.65
Office Professional I	15, 16	20.63	21.32	25.13
Office Professional II	15, 16	n/a	21.75	25.57
Office Professional III	15, 16	n/a	n/a	26.46
Code Enforcement Officer		21.03	21.70	25.54

2 *See Letter of Agreement

3 License or Certificate and Special Premium Schedule. The following schedule represents
4 a separate hourly add-on to pay rates of employees in certain designated job classifications who
5 have achieved or obtained one of the indicated licenses or certificates or special premiums. The
6 following hourly add-ons are not cumulative. This means, for example, that if an employee in the
7 Water Resource Recovery Operator job classification who has the State D license, thereby
8 qualifying for the \$2.57 per hour add-on, subsequently achieves or obtains the State C license, then
9 the employee is eligible to receive the \$3.15 per hour add-on, which is the **only** amount of add-on
10 applicable.

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
1	D DEQ state license	2.57
2	C DEQ state license	3.15
3	B DEQ state license	4.01
4	A DEQ state license	4.84
5	S-1 DEQ state license	1.03
5a	S-1 DEQ state license	2.69
6	S-2 DEQ state license	1.80
7	S-3 DEQ state license	1.20
8	S-4 DEQ state license	.60
9	F-4 DEQ state license	2.26

<u>Premium Code</u>	<u>Premium Description</u>	<u>Add-On Per Hour</u>
10	F-3 DEQ state license	2.78
11	F-2 DEQ state license	3.59
12	F-1 DEQ state license	4.47
13	Commercial Driver's License	1.71
14	For each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$4.00 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other On-Road Vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.	0.50
15	LEIN TAC (OP's in Police Department only)	0.82
16	Election Official Accreditation (Clerk Department FT OP only). This bonus will apply only in situations where the City is totally reliant on the Election Official Accreditation held by the full time Office Professional in the Clerk's Office, to run an election process.	2,000 bonus

1 **Section 36.3. Shift Premiums**

2 Effective with the first full pay period following ratification of the contract, an employee
3 who works a regularly scheduled shift having a normal starting time of 12:00 noon or thereafter
4 but prior to 11:00 p.m. shall receive a shift premium of seventy-five cents (\$0.75) per hour for all
5 hours actually worked after 4:30 p.m. on the shift. An employee who works a regularly scheduled
6 shift having a normal starting time of 11:00 p.m. or thereafter, but prior to 5:30 a.m., shall receive
7 a shift premium of one (1) dollar (\$1.00) per hour for all hours actually worked.

8 An employee who works a regularly scheduled shift on either Saturday OR Sunday as a
9 standard workday, shall receive a shift premium of one (1) dollar (\$1.00) per hour, for regular
10 hours worked. The shift premium does not apply to hours worked as Overtime, Call Back or short-
11 term temporary work schedule changes.

12 Pyramiding of the shift premium is not allowed.

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

6 **Section 36.4. Hiring Rate**

7 New hires may be started at the one (1) year pay step within the established pay range for
8 a particular job classification as deemed appropriate by the Employer due to qualifications, ability,
9 special skills, training and/or experience. An employee started at the one (1) year step will be
10 credited with the number of hours of work applicable to the particular step for purposes of future
11 step progression within the established pay range.

12 **Section 36.5. Temporary Leadership Appointment**

13 If an employee is appointed by their direct Supervisor or Division Director to temporarily
14 assume leadership responsibilities within their department, due to the absence of a supervisor, the
15 appointed union employee will receive a \$4.00 per hour premium pay for the hours outlined below.
16 The Supervisor or Division Director has sole discretion to determine which union employee within
17 the department, if any, to appoint and the duration of the appointment timeframe.

18
19 Stipulations for receiving the hourly premium:

- 20
- 21 (a) If an employee is appointed to the leadership role and functions in that role for more
22 than three (3) full consecutive business days, the hourly premium will be paid on
23 all hours worked.
 - 24
 - 25 (b) If the employee is appointed for less than three (3) full consecutive business days,
26 the premium pay will not apply to any hours worked during the appointment.
 - 27
 - 28 (c) Specific to the role of the Operator in Charge (OIC) for the Water Treatment Plant
29 Temporary Leadership Appointment. The direct Supervisor or Division Director
30 will also appoint a secondary Temporary Leader, only if a person who meets the
31 required criteria is present.
 - 32 i. Only one (1) person designated as active OIC Temporary Leader will
33 be compensated for all hours scheduled.
 - 34 ii. In the absence of an EGLE F1 Certified Water Treatment Plant
35 Superintendent, or similarly certified PACT positions, or an EGLE F1
36 certified TPOAM Operator volunteer, the City will seek the services of
37 an outside contractor to handle the role of Operator in Charge at the
38 Water Plant. If a contractor cannot be found, or if the cost is prohibitive
39 to the City operations, the parties agree to re-open "ONLY" this section
40 of the contract and negotiate how to engage the skills and services of
41 an EGLE F1 certified operators actively on staff for the role of OIC.
 - 42

1 It is the responsibility of the Supervisor or the Division Director whom appoints the
2 employee to notify Human Resources and Payroll via an email of the appointment effective date
3 and probable ending date as soon as the appointment is made.

4 SAVINGS CLAUSE

5 Section 37.1. Savings Clause

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

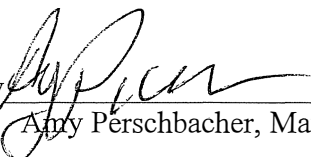
10 TERMINATION AND MODIFICATION

11 Section 38.1. Termination

12 This Agreement shall remain in force until December 31, 2026, 11:59 p.m., and thereafter
13 for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day
14 prior to expiration serve written notice on the other party of a desire to terminate, modify, alter,
15 negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate
16 or change or any combination thereof shall have the effect of terminating the entire Agreement on
17 the expiration date in the same manner as the notice of desire to terminate, unless before that date,
18 all subjects of amendment proposed by either party have been disposed of by agreement or by
19 withdrawal by the party proposing amendment, modification, alteration, negotiation, change or
20 any combination thereof.

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


CITY OF MOUNT PLEASANT

By 
Amy Perschbacher, Mayor

By 
Heather Bouck, City Clerk

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

By 
Ron Wiggins, Negotiating Committee Member

By 
Laura Delamater, Negotiating Committee
Member

By DocuSigned by:
Jolene Sweet
Jolene Sweet, Negotiating Committee Member

By DocuSigned by:
Erin Francisco
Erin Francisco, Negotiating Committee Member

By DocuSigned by:
Alex Matthews
Alex Matthews, Negotiating Committee Member

Dated 11/27/2023

By DocuSigned by:
Wayne Beerbower
Wayne Beerbower, TPOAM Business Agent

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THE CITY OF MOUNT PLEASANT (“CITY”)

-and-

**THE MOUNT PLEASANT MUNICIPAL EMPLOYEES ASSOCIATION,
REPRESENTED BY THE TECHNICAL, PROFESSIONAL AND OFFICE WORKERS
ASSOCIATION OF MICHIGAN (“TPOAM”)**

LETTER OF UNDERSTANDING

WHEREAS, the parties are signatory to a collective bargaining agreement effective through December 31, 2020 covering various non-supervisory positions of the City; and

WHEREAS, the parties believe it is in the best interests of the City, TPOAM, and the bargaining unit to create new lead positions within the bargaining unit in order to provide advancement opportunities for employees and to provide additional on-site leadership, direction, and assistance.

THEREFORE, effective immediately upon execution of this Agreement, the parties agree as follows:

1. This Letter of Understanding shall be effective immediately upon execution by the parties and shall extend through to the expiration date of the parties’ current collective bargaining agreement, December 31, 2020. Extension of this Letter of Understanding beyond December 31, 2020 shall require mutual agreement by both parties. This mutual agreement to extend must be in writing, signed by the City Manager and the TPOAM Business Representative, and must specify the period of the extension. Alternatively, the parties may incorporate this LOU into a successor collective bargaining agreement.

2. The City reserves the right to create “Lead” positions within the bargaining unit. The determination to create a “Lead” position remains within the sole discretion of the City.

3. If the City creates a “Lead” position, a copy of the job description for the newly created position will be provided to TPOAM and the position will be posted and filled pursuant to the procedures set forth in Section 17.1 Posting of Jobs, Section 17.2 Awarding of Jobs and 17.3 New Job Trial Period of the parties’ collective bargaining agreement.

4. The provisions of Section 17.4 Rate of Pay Applicable shall apply to employees awarded a “Lead” position. Employees awarded a “Lead” position shall continue to be paid at the contractual hourly rate of pay for his/her non-lead position, plus applicable contractual premiums. In addition, while holding the “Lead” position, the employee will be paid an additional premium of \$3.00 per hour. There will be no pyramiding in regard to premium or assignment pay. This position will not receive the Temporary Leader assignment pay, in addition to the Lead premium pay.

1 5. Unless otherwise determined by the City, Lead positions shall work a Monday through
2 Friday schedule, and will work overtime as necessary, pursuant to the terms of the current
3 collective bargaining agreement.

4 6. Employees holding "Lead" positions are not supervisors and are not expected to exercise
5 supervisory authority (such as hiring, firing, issuing formal discipline, etc.). "Lead" employees are
6 expected to train, coach, instruct, demonstrate, schedule, coordinate, assist, communicate and
7 problem solve with employees. The Lead position shall work closely with his/her supervisor to
8 assign and coordinate work and projects, provide customer service, and complete tasks as assigned
9 by the supervisor. More specifically, lead workers would be expected to:

- 10 • Orient new employees;
- 11 • Assign and reassign tasks to accomplish prescribed work efficiently;
- 12 • Give direction to workers concerning work procedures;
- 13 • Transmit established standards of performance to employees;
- 14 • Review work of employees for conformance to City standards; and
- 15 • Provide informal assessment of workers' performance to the supervisor.

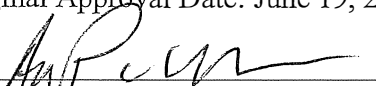
16 7. In addition to the standards reflected in the job description, the following behaviors are
17 expected of lead employees:

- 18 • Assist the Superintendent with collaboration across departmental lines to create a
19 positive communication flow and consistent customer service, to both internal and
20 external customers
- 21 • Clearly articulate workplace behavioral and performance expectations, while
22 supporting a professional work environment. Ask for professionalism and
23 performance. Do not assume that employees know or should know what you expect
24 of them.
- 25 • Work with the Superintendent to achieve departmental goals and objectives while
26 working together as a consistent team for staff.
- 27 • Acknowledge good performance by reinforcing "positive" behaviors and actions.
- 28 • Mentor employees and model the behaviors and actions you expect of others; Lead
29 by example and redirecting "unacceptable" work performance, behaviors and
30 actions.

31
32 THE PARTIES HAVE EXECUTED THIS LETTER OF UNDERSTANDING ON THE DATE
33 SET FORTH BELOW:

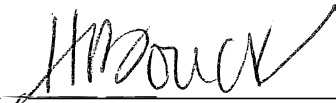
34 Original Approval Date: June 19, 2018

By


Amy Perschbacher, Mayor

By


Ron Wiggins, Negotiating Committee Member

By 
Heather Bouck, City Clerk

By ^{DocuSigned by:}
Laura Delamater
Laura Delamater, Negotiating Committee Member

By ^{DocuSigned by:}
Jolene Sweet
Jolene Sweet, Negotiating Committee Member

By ^{DocuSigned by:}
Erin Francisco
Erin Francisco, Negotiating Committee Member

By ^{DocuSigned by:}
Alex Matthews
Alex Matthews, Negotiating Committee Member

Dated 11/27/2023

By ^{DocuSigned by:}
Wayne Beerbower
Wayne Beerbower, TPOAM Business Agent

LETTER OF UNDERSTANDING

CITY OF MOUNT PLEASANT AND

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

THIS UNDERSTANDING is made and entered into between the City of Mount Pleasant ("City") and the City of Mount Pleasant Employees Association, represented by the Technical, Professional and Officeworkers' Association of Michigan ("TPOAM"), effective on the date it is executed below.

The City and TPOAM are signatory to a collective bargaining Understanding ("CBA") effective from April 1, 2017 until December 31, 2020. The parties desire to modify the CBA to create the new classification of Water Distribution Operator and re-title the position of Water System Operator to that of Water Plant Operator, under the terms and conditions of this Letter of Understanding.

Position Title:

Water System Operator will become Water Plant Operator (WPO).

The new position will be called the Water Distribution Operator (WDO) and will report to the Lead Water Distribution Operator on a daily basis for work assignments and direction, with the overall supervisory and disciplinary responsibilities being that of the Water Superintendent.

Grandfathered Employee:

The City would like to "grandfather" all TPOAM employees hired prior to 3/1/2020. A grandfathered employee, for purposes of this Letter of Understanding, is a person who is actively employed with the City, prior to March 1, 2020, and who holds and maintains a S-1 and/or F State of Michigan EGLE Waterworks system operator certification.

The intent is to provide an opportunity for movement to a new position and maintain the water department employees' rate of pay for current F and S-1 certifications.

Schedule:

The WDO will be a Monday – Friday position. We assume weekends and evenings will be overtime as needed.

Wages:

A grandfathered employee will continue to receive compensation for both their current F level and S-1 level certification. If an employee quits their City employment and is rehired at a later date, the employee will forfeit their grandfathered status.

*See attached proposed Wage Structure effective 3/1/2020

Current Certification Levels:

Employee	Certification	Issue Date	Expiration Date
BOUMAN, JARED N	F-2	5/1/2019	7/15/2022
	S-3*	5/1/2019	7/15/2022

DEFEYTER, JASON W	F-1	11/6/2019	1/15/2023
	S-1	11/6/2019	1/15/2023
HALTINER, SCOTT A	F-3	11/1/2017	1/15/2021
	S-1	11/1/2017	1/15/2021
HEARD, TYLER R	S-1	11/6/2019	1/15/2023
	F-2	11/6/2019	1/15/2023

*An exception to the current certification levels will be made in regard to the S-1 certification. The S-1 will be paid under the grandfathered rates to Jared Bouman, if and when they obtain their S-1 level and move via the bid process to a Water Distribution Operator during their continuous employment with the City.

Any certification that expires will be considered invalid and the add-on pay will not apply.

Those hired into the City Water Department as either a Water Plant Operator (WPO) or Water Distribution Operator (WDO) after 3/1/20 will receive compensation for **only** the certifications required for their specific classification.

Water Plant Operator will receive the add on pay for an F certification – only.

Water Distribution Operator will receive the newly established add-on pay for the S certification – only.

(As noted in the letter of Understanding/CBA, with an enhanced S level compensation structure)

If a person is hired into the City within either classification on or after 3/1/2020, then they will not have the opportunity to be paid for both the F & the S certifications, only “**grandfathered employees**” have that right.

For the January 1, 2022 contract, the wage structure has been incorporated into the Compensation section of the contract.

For the January 1, 2024 contract, the names of employees no longer eligible for this letter of agreement were removed from this document.

Position Posting:

The City will post the position internally; this posting will allow an active employee to switch to the WDO position in distribution, retain their grandfathered status, and it allows the employee to continue to receive the add-on payment for both their current level of F and S-1 certifications.

Future WDO positions filled with an external hire will only be compensated for the S certifications, under the new pay scale.

The intent is to create the Water Distribution Operator positions, as a separate function from Plant Operation, in regard to lab work and operating the plant. Water Distribution Operator will work on maintenance in the plant from time to time, but will not be the lead staff member responsible for operating the plant. If a Water Distribution Operator is interested in bidding on a Water Plant Operator position, the City will provide time in the plant to get an overview of plant operations, but they will not be primary employee in the plant.

LEAD Positions and add-on pay:

LEAD Distribution – The next external hire into the lead position, will be compensated for only their S Certification. If a grandfathered employee is promoted to a lead position, the employee will be compensated for both certifications, unless negotiated differently.

LEAD Maintenance – We will define, if and when this position is developed.

Overtime:

Over the next few years the City will use employees interchangeable when staffing levels are low and during large projects or crisis situations. During 2020 and going forward, the City will attempt to utilize staffing in limited capacity across the 2 classifications.

The following guideline should be used for overtime or call-in staffing:

If a WPO needs help and with Supervisor approval, they are to call other WPO's first, then WDO, then the Lead

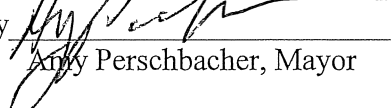
- If you are the sole operator in the plant and there is a distribution/field issue including customer related situations, you are to call a WDO first, not another plant operator. WDO's will have first right of refusal on this type of overtime.
- Plant Operators will have first right of refusal on plant related issues and overtime. A WDO will not be called in for any plant operating issues. WDO's are for maintenance or distribution/field issues, with the exception of an emergency crisis.

If a WDO needs help and with Supervisor approval, they are to call other WDO's first, then Lead, then WSO's for overtime or call-in situations, with exception for situations regarding water main breaks after hours, then the Lead WDO is to be called first.

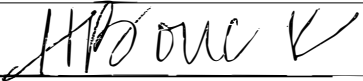
Job Classification	Premium Code	Start	1 Year	2 Year
Water Plant Operator	Grandfathered Rates <u>5, 9, 10, 11, 12</u> External hire after 3/1/2020 = 9, 10, 11, 12	18.92	19.46	20.90
Water Distribution Field Operator	Grandfathered Rates <u>5, 9, 10, 11, 12</u> External hire after 3/1/2020 = 5, 9, 10, 11, 12	18.92	19.46	20.90

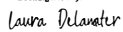
Premium Code	Premium Description	Add-On Per Hour	WDO New Hire Rates for S Only Hired on or after 3/1/2020
5 S-1 DEQ state license		0.86	2.25
6 S-2 DEQ state license			1.50
7 S-3 DEQ state license			1.00
8 S-4 DEQ state license			0.50
9 F-4 DEQ state license		1.88	
10 F-3 DEQ state license		2.32	
11 F-2 DEQ state license		3.00	
12 F-1 DEQ state license		3.73	


The parties originally executed this letter of understanding on February 20, 2020.

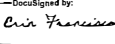
By 
Amy Perschbacher, Mayor

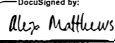
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Dated 11/27/2023

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Wayne Beerbower, TPOAM Business Agent