

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

CITY OF LINCOLN PARK

AND

TPOAM – HOURLY

Technical Professional Office Workers  
Association of Michigan

November 1, 2014 – June 30, 2017

ARTICLE NO.	INDEX	PAGE NO.
	AGREEMENT	4
1.	RECOGNITION	4
2.	AID TO OTHER UNIONS	4
3.	UNION SECURITY	4-5
4.	UNION REPRESENTATION	5
5.	STEWARDS AND ALTERNATE STEWARDS	6
6.	SPECIAL CONFERENCES	6-7
7.	GRIEVANCE PROCEDURE	7-9
8.	EMPLOYEE'S RESIDENCE	9
9.	VACANCIES AND JOB OPENINGS	9-10
10.	SENIORITY AND PROBATION	10-11
11.	PERSONNEL FILES	11-12
12.	DISMISSAL AND DISCIPLINE	12-13
13.	LAYOFF AND RECALL	13-14
14.	SAFETY PROVISIONS AND ACCIDENTS	14-16
15.	WORKING HOURS	16
16.	OVERTIME	16-21
17.	SHIFT DIFFERENTIAL	21
18.	EMERGENCY HOURS & STANDBY	21
19.	SOCIAL SECURITY	21
20.	SICK LEAVE	21-22
21.	SPECIAL LEAVE	23-24
22.	LEAVE OF ABSENCE	24
23.	MILITARY LEAVE	24
24.	WORK CLASSIFICATIONS	24-25
25.	VACATIONS	25-26
26.	HOLIDAYS	26
27.	LONGEVITY	26-27
28.	INSURANCE	27-28
29.	HOURLY WAGE	28
30.	UNIFORMS	28
31.	TOOL ALLOWANCE	28-29
32.	CERTIFICATION INCENTIVES	29
33.	GENERAL PROVISIONS	29-30
34.	BULLETIN BOARDS	30
35.	PART TIME/TEMPORARY PERSONNEL	30-31

ARTICLE #	INDEX	PAGE NO.
36.	LINE OF DUTY DEATH	31
37.	DURATION OF CONTRACT	31
38.	SAVINGS CLAUSE	31-32
39.	PENSION	32-33
40.	WAGE SCHEDULE	33
41.	MANAGEMENT RIGHTS	33-34
42.	DOT DRUG/ALCOHOL TESTING	34
43.	CODE ENFORCEMENT	34-35
APPENDIX A	TRANSFER FORM	
APPENDIX B	RELINQUISH FORM	

## **AGREEMENT**

This Agreement entered into on \_\_\_\_\_, between the City of Lincoln Park (hereinafter referred to as the EMPLOYER) and the Technical Professional Office Workers Association of Michigan (hereinafter referred to as the Union).

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

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

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

## **ARTICLE 1 - RECOGNITION**

### **Employees Covered**

1.1: 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 wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in bargaining units and divisions described below:

Streets, Water/Sewer, Internal Services, Code Enforcement Officers and Building Inspectors

## **ARTICLE 2 - AID TO OTHER UNIONS**

2.1: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **ARTICLE 3 - UNION SECURITY**

3.1: Requirement of Union Membership:

To the extent that the laws of the State of Michigan permit, it is agreed that:

(A) Each employee, who is or becomes a member of the Union, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall

continue unless the employee gives written notice to the Employer and Union revoking the authorization.

(B) 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.

(C) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

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

(E) If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

(F) The employer agrees to deduct the Union membership dues biweekly from the pay of the employees who have requested that such deductions be made.

#### **ARTICLE 4 - UNION REPRESENTATION**

4.1: It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

4.2: During the term covered by this Agreement, it will be binding upon the Employer not to enter into any separate agreement with the said employees either individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours of work, working conditions of said employees or any individual employees. Any grievance arising under this paragraph shall be discussed in a private closed room between Supervision, Steward, Staff Representative, if necessary and the party or parties concerned.

4.3: In all negotiations with the Bargaining Team, the Union Representatives/TPOAM and the negotiating committee, not to exceed three (3) persons, shall negotiate with the City's Wage Negotiations Panel on wages and working conditions.

## **ARTICLE 5 - STEWARDS AND ALTERNATE STEWARDS**

5.1: There will be (3) three Stewards to represent bargaining unit employees. During overtime periods an alternate Steward may be appointed by the President of the Union.

5.2: Group divisions and units are reduced to Streets, Water & Sewer, Motor Pool, Internal and Code Enforcement which is a separate division.

5.3: The Stewards, or President, during their working hours, without loss of time or pay, shall be allowed to investigate and present grievances to the Employer. Further, such Representatives shall be allowed to consult with the Employer, his/her Representative, Local Union Officers, or other Union Representatives or aggrieved employee concerning the enforcement of any provision of the Master Agreement.

5.4: The Employer agrees that during working hours, on the Employer's premises, and without loss of time or pay, Union Representatives shall be allowed to:

1. Post Union notices.
2. Distribute Union literature (the time to be with the prior approval of the Department Head).
3. Attend negotiating meetings with Employer or its designated representative when mutually agreed upon.
4. Transmit communications, authorized by the Local Union or its officers, or the Employer or its designated representative, subject to Article XXXVI, Section (b).

Union Officers and Stewards will limit Union activities on City time to only reasonable and necessary time off the job for implementation of this Article. Further, Union Officers and Stewards will give the City as much advance notice as possible of time to be taken off the job for these duties.

## **ARTICLE 6 - SPECIAL CONFERENCES**

6.1: Special conferences for important matters will be arranged between the President and the City Manager or their designated representatives upon the request of either party, but not more frequently than once each month except by mutual consent. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Bargaining Unit, unless mutually agreed.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of TPOAM.

Special conferences will be scheduled on regular scheduled City time, (9:00 A.M. to 3:00 P.M.). However, employees will not be paid when the scheduled conference goes beyond the employee's regular quitting time.

Special conferences requests will be scheduled to be heard within ten (10) calendar days of the receipt of the written request unless otherwise mutually agreed. The party requesting the Special Conference shall submit an agenda of the items to be covered and the other party shall respond in writing as to its position within ten (10) calendar days after the Special Conference is heard.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.1: Time of Answers. Should differences arise between the Employer and the Union as to the meaning and application of the working condition provision of this Agreement, an earnest effort shall be made to settle such differences in the following manner:

### Step 1

Any employee who believes that he/she has a justifiable request or complaint may discuss it with his/her immediate Supervisor who will attempt to adjust it. The Supervisor shall summon the Steward at the request of the Employee immediately. If the Steward is not available, then a member of the grievance committee will be summoned. When a grievance occurs on a weekend or holiday, the Steward or grievance committee member will be called in, but shall not receive any pay.

If the grievance is not resolved in the verbal state, it may be reduced to writing by the Steward. The aggrieved employee and the Steward shall sign same. The Steward shall be allowed time off from the job without loss of pay. The verbal or written grievance must be filed no later than five (5) working days from the date of cause of grievance or from Employee's first knowledge of grievance.

The Supervisor shall answer the Employee's grievance in writing within five (5) working days of the written grievance or verbal discussion.

### Step 2

If the answer is unsatisfactory, the Steward shall appeal the grievance in writing to the Director, Supervisor and two (2) Grievance Committee Members within five (5) working days. The Director shall meet with the above parties to adjust the grievance and answer in writing within five (5) working days.

### Step 3

If a satisfactory adjustment is not made of the grievance at Step 2, the matter may be appealed by the President within five (5) working days to the City Manager or his/her designee. A meeting shall be arranged between the President and the City Manager or his/her designee and

held within ten (10) working days from the date the answer is received from Step 2 of the grievance procedure.

At this meeting there may be in attendance, the President, the Steward involved, the grieved employee and TPOAM Representative. Management shall have in attendance the City Manager and/or his/her designee, the Director or his/her designee. The Employer may also have an outside representative if deemed necessary by Management.

The City Manager or his/her designee will consider the grievance and the issues involved at this step and give his/her written position in detail to the President within five (5) working days from the date of the meeting. It is understood that this Step 3 meeting will be mandatory, per the grievance procedure.

#### Step 4

If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply from the designated representatives of the Mayor and Council, by written notice to the other, request arbitration. The President or his designated representative shall be allowed time off his/her job without loss of pay.

The Employer and the Union shall attempt to select an ad hoc arbitrator within ten (10) working days from the notice to arbitrate. If the parties fail to select an arbitrator within the time limits, the American Arbitration Association shall be requested by either party to provide a panel to choose from under the provision of the American Arbitration Association.

7.2: Expenses. The expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

7.3: Verbatim Record. If either party desires a verbatim record of the proceedings to be made, it may cause such a record of the proceedings to be made, providing it pays for the record. If the other party desires a copy, the cost shall be equally shared.

7.4: Decision. The decision of the arbitrator shall be final and binding on both parties, and the parties shall be required under the terms of this Agreement to implement the decision forthwith.

7.5: Powers of Arbitrator. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The arbitrator shall give his/her written answer within thirty (30) days. The arbitrator shall have no authority to overturn a decision by the Emergency Manager or a decision authorized by PA 436.

7.6: Failure to Appeal/Answer. Failure on the part of the Union to appeal the Employer's answer within the stated time limits, shall be construed as the Union's acceptance of the Employer's last answer, and the grievance shall be considered closed. In the event the Employer fails to give a timely answer, the grievance will move automatically to the next step of the grievance procedure.

7.7: Working Days Defined. Working days for the grievance procedure shall be defined as Monday through Friday, excluding Saturdays, Sundays and recognized holidays.

#### **ARTICLE 8 - EMPLOYEE'S RESIDENCE**

8.1: All employees must reside within a 25 mile radius of City Hall.

#### **ARTICLE 9 - VACANCIES AND JOB OPENINGS**

9.1: At all times, the City retains the right to decide when and if a vacancy exists. It is further agreed and understood that all vacancies declared by the Employer to exist shall be filled within thirty (30) calendar days from the date it is posted.

9.2: The staffing of group leaders will be at the City's discretion. The divisions will be reorganized and or combined at the City's discretion.

9.3: All vacancies and job openings shall be posted for five (5) working days on all bulletin boards by time clocks before being filled. The President, or other designated representative shall receive a copy of all such notices and a complete list of applicants within five (5) days of bid closing.

9.4: The trial period shall be awarded as determined by the Employer. The position shall be awarded to the employee upon completion of the trial period. If the senior applicant is requesting a transfer from one job to another within the same classification, the employee shall be considered to possess the basic abilities and given the trial period if the Employer agrees.

If the senior applicant is requesting a promotion, the Employer shall interview the employee to determine if the employee possesses the basic ability to work the trial period. If the Employer feels the employee does not possess the basic ability, he/she shall provide the Union and the employee with a reason for the disqualification in writing. The decision by the Employer may be subject to the grievance procedure but will not be subject to arbitration. The decision of the City at the last step before arbitration is final.

Examples of lack of basic abilities shall be, but not limited to, license required by law, qualifications set forth in the posting, which abilities and qualifications pertain to the job, or a physical disability which cannot be accommodated.

9.5: Except for the classification of Group Leader, any employee filling a vacancy or job opening by promotion or transfer will be given ten (10) working days to prove their ability to perform the job and if unable to qualify, will be returned to their former position, shift and location. Further, if such promoted or transferred employee decides not to accept the job change within five (5) working days, the employee will be allowed to return to their former job, shift

and location. The trial period will be extended by the amount of leave days the employee uses during the above mentioned trial period.

Group Leader Classification

The trial period for the classification of Group Leader will be (90) ninety days.

Should circumstances arise and a current designated Group Leader desire to relinquish his or her duties as a Group Leader at any time, such Group Leader shall give written notice of this desire, on a Group Leader Relinquish Form, and submit a copy of it to the D.P.S. Supervisor and the Union President. Current Group Leader shall be relinquished of leader status and placed into current division as a Public Service Worker. Notice of the vacated Group Leader will be posted for members of the bargaining unit, and a new Group Leader will be chosen by current method of selection.

9.6: Should an employee be unable to apply for such vacancy or job opening due to his/her absence from the City, it shall be the responsibility of the employee to keep the City notified of his/her correct address so that the City may inform him/her of said vacancy or job opening by certified mail. Response by the employee through certified mail indicating his/her desire to be considered for the vacancy or job opening shall be deemed to fulfill the requirement "Apply in Writing". Failure to respond within five (5) working days of the date of notice shall be construed as forfeiture of interest in said vacancy and job opening.

9.7: The Department reserves the right to put new equipment into service in any department of the City.

**ARTICLE 10 - SENIORITY AND PROBATION**

10.1: New Hires

A. New employees hired into the unit shall be probationary for the first six (6) months of their employment and may be extended at the City's discretion for an additional six (6) months. Upon completion of their probation period, the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked. Probationary employees shall have the right to bid on vacancies and job openings.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and working conditions, except discharged and disciplined employees for other than Union activity.

10.2: Seniority Lists. The seniority of all employees shall commence with the last date of hire by the City of Lincoln Park. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number and effective hiring date. The Union Treasurer will be provided with notices of new hires, probationary completions and terminations. The President will be provided with notices of transfers and other changes that occur.

When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name. This seniority list will be provided in July, on or before the 31st day.

10.3: Loss of Seniority. Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

1. The employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of this agreement.
3. If he/she is absent for five (5) consecutive working days without notifying the Employer. This shall be waived when notification is beyond the employee's ability.
4. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure or if they are not recalled two years after a layoff.
5. If he/she overstays a leave granted for any reason (medical leave is continuous unlimited leave on proof of illness).

10.4 Ten (10) or more days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service, but in no event shall credit be given for more than one (1) year of service.

#### **ARTICLE 11 - PERSONNEL FILES**

11.1: No written material making reference to any employee shall be placed in the employee's file unless the employee has had an opportunity to read and initial or otherwise acknowledge in writing that he/she has examined these materials and has the opportunity to submit a response in writing. Such response shall be added to the employee's personnel file.

Accident reports concerning other employees' damage to vehicles or property are not to be placed in the personnel file unless this report is being used for disciplinary action at which time the above procedures will be followed.

Any material placed in the employee's file in violation of this section or any other section of this agreement, shall not be used against the employee for purposes of discipline or justification for discipline.

Documented derogatory statements from any source which do not form a basis for any disciplinary action shall not be included in the Personnel File.

Personnel records will reflect the training or education that the employee has achieved. Personnel files will be updated when proof of this achievement is forwarded to the Human Resources Department by the employee with his/her signature applied. It shall be the responsibility of the Supervisor to forward to the Human Resources Department, all records of temporary upgrading and "on-the-job" training.

## **ARTICLE 12 - DISMISSAL AND DISCIPLINE**

12.1: An employee shall not be disciplined or discharged without just and stated cause. In no case will the City discipline and/or discharge an employee without notifying the employee and the Union in writing as soon as possible, or in no case later than 10 working days.

12.2: If the employee is disciplined and/or discharged, it will be done in such a manner so as not to cause undue embarrassment to the employee in front of other people.

12.3: The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the unit and the City will make available an area where he/she may do so before he is required to leave the property of the City, except where removal of the employee is necessary in order to maintain order. Upon request, the City or its designated representative, will discuss the discharge or discipline with the employee and the Steward in an attempt to resolve the same, if possible.

In imposing any discipline on a current charge, the City will not take into account any prior infractions, which were less than a three (3) day suspension which occurred more than two (2) years previously nor impose discipline on an employee for falsifying his/her employment application after a period of one (1) year from his/her date of hire.

12.4: Should the disciplined employee or the Steward consider the discipline to be improper, the matter may be referred to the grievance procedure.

12.5: A. Definition: Disciplinary action as used in this agreement means all kinds of corrective action including warning, suspension, and discharge.

B. Purpose: The purpose of this article is not to restrict the rights of any group or individual but to define and protect such rights and insure cooperation and understanding. Although the severity of discipline increases with continuance of the employee's disregard, it is set forth to be corrective and/or preventative in nature.

C. The employee and the union will be provided with a written copy of all formal disciplinary actions. Disciplinary action will be specific and will note the time, place and all circumstances of rule violated, misconduct alleged, along with the penalty imposed. The employee will sign any disciplinary action as an acknowledgement that the employee received it, provided, however that the acknowledgement will not constitute admission of guilt.

The Following Discipline Will Be Imposed For Violations:

Level 1: Verbal warning

Level 2: Written notice

Level 3: One (1) day disciplinary suspension

Level 4: Three (3) day disciplinary suspension

Level 5: Five (5) day disciplinary suspension - review between the city and the union with mandatory corrective action.

Level 6: Ten (10) day disciplinary suspension and recommendation for discharge.

- a. The preceding steps and levels will be taken, but any of these steps and levels may be deleted if circumstances and severity warrant.

Notice of Discharge. Discharge of a regular employee for just cause shall not become effective until the appointing authority shall have first served upon such employee a written notice of dismissal, which shall contain the causes or grounds for discharge together with such specifications of facts which will enable said employee to make an explanation and fairly place his/her defense upon the record. A copy of such notice of discharge, together with the explanation, if any, by the employee, shall be filed promptly with the Human Resources Department.

Pending approval from the city, the employee may use accumulated sick and vacation time to receive pay during any suspension. If approval is not granted, the suspension will be served without pay. In case of suspensions, holidays will be counted and included in the penalty imposed.

Discipline involving the discharge of an employee shall be issued only by the City Manager or Emergency Manager, or his or her designee.

Appeal of Discipline and Discharge: A disciplined or discharged employee may appeal by executing a grievance at step three (3) of the grievance procedure.

In Case Of Discharge: An employee may take a resignation before decision. The acceptance by the city of the resignation of a person discharged before final action on the part of the city will be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation and the proceedings, shall be dismissed without prejudice.

## **ARTICLE 13 - LAYOFF AND RECALL**

### 13.1: Layoff Procedure.

A. The word "layoff" means a reduction in the working force. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days

notice of layoff. The Union President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

B. Any layoff of employees will be conducted in order of inverse seniority with the least senior employees being laid off first if the remaining employees can perform the work. If layoffs do occur, the order of layoffs will be devised from the bargaining unit's current seniority list. However, part-time employees will be laid off first.

C. Any least senior employee so removed shall be able to exercise seniority rights to request the City to place them in another position, with approval granted at the City's discretion.

D. The City may use subcontractors and/or part time/temporary employees, whichever the City deems is most practical and/or economical.

E. If a department is closed due to subcontracting an employee hired before November 1, 2014 in that department will not be laid off. The person will be moved at the discretion of the City. This provision applies only to full-time employees hired before November 1, 2014.

### 13.2: Recall Procedure.

A. The employee retains recall rights equal to his/her employment seniority or up to first recall refusal of employee or up to two years, whichever is less.

B. When the working force is increased after a layoff, laid off employees shall be recalled in the inverse order of the layoff if they can perform the work, the most senior employee shall be recalled to the first opening in the division from which the employee was laid off or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the City, and shall require that the employee report to his/her Supervisor within two (2) days after the date of delivery or proof of non-delivery. The employee, if employed elsewhere, will be allowed a fourteen (14) calendar day grace period in which to give proper notice of resignation to said Employer. The employee must then report to work on the next work day following the fourteen (14) calendar day grace period.

## **ARTICLE 14 - SAFETY PROVISIONS AND ACCIDENTS**

14.1: The City endorse and will make every effort to make working in the City of Lincoln Park a safe and accident free environment. To that objective, the City commits to its employees a safe place to work, and maximum service for the injured employee.

The City will institute safety training programs, and will see that all Supervisory Employees make working safely their number one priority.

Accident prevention programs will be introduced, frequency and severity records will be publicized. First aid stations will be updated and maintained on a daily basis. All housekeeping must be maintained on a commensurate basis, and working safely will become a condition of employment with the City of Lincoln Park.

Supervisory Employees will be trained on how to handle the injured employee, and will be held accountable for the daily safety performance in the work place.

### 14.2: Safety and Welfare.

If the City is doing the work on its own, in order to maintain safety for all employees in the water/sewer division during a main break, a minimum of four (4) employees will attempt to ~~must~~ be used at all times.

### 14.3: Equipment and Accidents.

A. The Employer shall not require employees to take out any vehicle or equipment that is not in a safe operating condition or not equipped with the safety appliances prescribed by law, under any circumstances.

If any vehicle or equipment is determined not to be in a safe operating condition, the employee shall return the vehicle and keys to a Supervisor, who will in turn issue a red tag for the employee to place on the vehicle.

B. Any employee involved in any accident shall immediately report said accident to his/her superior and any physical injury sustained therein, in accordance with existing department work rules.

C. Employees shall immediately, or at the end of their shift, report all defects in equipment which had been in their custody during said shift. Such records shall be made on suitable forms furnished by the Employer, and shall be made in multiple copies, one to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been examined and found to be safe by the Supervisor or Designee.

Should any employee give written notice as prescribed above by the Employer regarding the unsafe mechanical condition of a vehicle or mechanical equipment, and the condition is not corrected, he/she shall then refer the matter to the Union Representative who shall then discuss the matter with the Director. If no satisfactory solution is reached, the Union shall then proceed according to the provisions of the grievance procedure.

D. It shall be the policy of the City to inform the employee of the provisions of the Michigan Statute with regard to Workers' Compensation Insurance, when so requested by the employee or his/her representative. When an injury occurs, it shall be immediately reported to the Supervisor or other designated authority.

E. Any employee who fails to comply with any of the provisions of this Article shall be subject to disciplinary procedures. Compensation for job related injury shall be under Workers' Compensation laws and other provisions found in this agreement.

F. "Light duty" may be allowed at the City's discretion to employees based upon circumstances where there is available work for the "light duty" and medical certification has been obtained that the employee is medically capable of performing the particular "light duty" assignment. Employees may be assigned light duty if job duties are available that accommodate the employee's medical restrictions. No light duty assignment will exceed ninety (90) days.

14.4: Prescription Safety Glasses. The Employer shall provide all employees with plan safety glasses and shall be OSHA approved. If an employee requires prescription glasses, the City shall provide the employee with safety glasses, provided the employee submits to examination by a City designated optometrist. Bifocal lenses will be cut in Executive Style. Frames other than those approved, non-prescription tints and photo-gray shall be paid by the employee. Prescription glasses will not be replaced or examination given more often than every twenty-four (24) months except for documented medical proof of extreme change.

Prescription safety glasses and regular safety glasses that are broken and/or damaged during the twenty-four (24) month period will be replaced when broken and/or damaged glasses are turned in to the Human Resources Department.

## **ARTICLE 15 - WORKING HOURS**

15.1: For the employees of the Department of Public Services, the regular work week shall consist of eight (8) hours per day and forty (40) hours per week with the work week ending on Friday. Hours of work are from 7:30 A.M. to 3:30 P.M., which shall include a 1/2 hour paid lunch period from 12:00 P.M. to 12:30 P.M. Lunch breaks are to be taken on the job site. Employees are not allowed to work through lunch and then leave early. The City may modify these hours at its discretion. Advance notification will be provided.

## ARTICLE 16 - OVERTIME

16.1: Any work performed at any time in addition to the regular work day or week shall be paid as follows:

1. Time worked over eight (8) hours in any one (1) day or over forty (40) hours in any one (1) week shall be paid at one and one half (1-1/2) times the regular rate of pay.
2. All time worked in excess of sixteen (16) consecutive hours, in a twenty four (24) hour period, shall be paid at one and one half (1-1/2) times the regular rate of pay, which would include the employee's normal shift.
3. All work performed on Saturday shall be paid at one and one half (1-1/2) times the regular rate of pay, except where Saturday work is part of the regular work week of the employee. Provided, however, that the work week will not be changed for any employee except by mutual agreement.
4. All work performed on Sunday shall be paid at one and one-half (1 ½ ) times the regular rate of pay.
5. All work performed on holidays included in this Agreement, shall be paid at one and one half (1-1/2) times the regular rate of pay plus holiday pay.
6. When an employee works in excess of 14 continuous hours (including their regular shift) the first 16 hours will be paid at time and one-half (1 ½), if the employee is called into work prior to the start of their shift. Above 16 hours shall be paid at double time. If an employee starts his/her regular shift and goes beyond the 14 hours, overtime shall be paid in accordance with paragraphs 1 and 2 above.

Hours worked 14 hours or less shall be paid as provided in paragraph 16.1 above.

An employee required to work over four (4) hours beyond his/her normal quitting time shall be permitted a lunch break of thirty (30) minutes.

16.2: Equalization of Overtime.

A. The employee with the least amount of overtime will be given the first opportunity to work available overtime on his/her job. In the event of tie hours, seniority will prevail. His/her job shall be defined as that job, shift and division to which the employee is assigned on a regular basis. In the event the overtime is an extension of the normal work day, Management shall have the prerogative to maintain those people currently on the project until the project is completed, if it is an emergency such as interruption of water service and/or sewer service, snow removal, public health or safety hazard, or for other work not to exceed two (2) hours.

1. Division Employees
2. Non Division Employees
3. Non Departmental Employees
4. Departmental Probationary Employees
5. Part-time Employees

These categories will be utilized for call in purposes when overtime exists, resulting in a fair and equitable distribution of overtime for all employees in the department. The qualified employee with the least amount of overtime in each Division list will be given the first opportunity to the available overtime and so on up the list in an attempt to equalize overtime hours. After all employees in the particular division are asked, then the Non Division Departmental employees with the lowest number of hours will be given the opportunity, before Non Departmental Employees, Departmental probationary Employees and Part-time Employees are considered. After this process has been exhausted and there is still a need for employees Section 2(f) will apply.

B. Any employee refusing to work overtime will be charged with such refusal regardless of cause and will be charged an amount equal to an amount the employee would have been charged had the employee worked. Overtime is expected as part of the job.

C. If an employee accepts overtime, in accordance with Section A, and fails to report as instructed, he/she shall be considered as AWOL and disciplined as such. Verifiable illness or emergency will exempt this provision.

D. Overtime pay hours are to be charged in the amount of converted hours paid over forty (40) hours in any work week including holiday and overtime or off schedule worked on a holiday, and will be paid in the same pay period in which they are worked.

E. All overtime hours will be recorded on a continuing basis and shall be reverted to zero (0) each July 1<sup>st</sup>. Employees transferring into a division will be charged with the maximum number of hours recorded within the employee's classification.

F. If all eligible employees within the division have been offered the available overtime and management is still in need of additional manpower, then the Supervisor shall call qualified employees from the Department Overtime List. If additional manpower is still required, then the employee in that division with the least amount of overtime hours shall be required to work.

G. When overtime call-ins occur the Supervisor will be required to call the employee's Primary number first, immediately followed by the employee's Secondary number, before any other employee is contacted. It will be the employee's responsibility to have the correct primary and secondary numbers on the list that has been required by Supervision. (Unless the employee has listed his/her direct connect number as a Primary or Secondary choice of numbers, supervision shall not use this as an option to use for overtime call-ins.) When the department attempting to call for overtime purposes reaches a responsible member of the immediate family, and the

employee cannot be contacted, the employee will be charged with hours available. "Responsible Person" shall be defined as any member of the immediate family over twelve (12) years of age.

1. With the creation of the divisional format overtime work areas will be assigned to each division as follows:

Streets Division:

- a. All park maintenance, installation and maintenance of all park and playground equipment
- b. Tree removal or trimming and stumping
- c. Citywide grass cutting
- d. Rubbish collection in all parks, streets and municipal buildings
- e. Tree planting and Maintenance
- f. Snow removal
- g. Concrete and Asphalt paving
- h. Barricade placement and sign repairs
- i. Street sweeping
- j. Any and all other street related issues

Internal Services Division:

- a. All facility repairs
- b. Special events maintenance activities
- c. Elections
- d. All vehicle, city equipment and attachment repairs
- e. All vehicle, city equipment and attachment preventive maintenance

Water/Sewer Division:

Water

- a. Main breaks
- b. All water structure related repairs
- c. All water related citizen requests
- d. Any and all other water distribution issues

Sewer

- a. All sewer structure related repairs
- b. All sewer related citizen requests
- c. Any and all sewer distribution issues
- d. All vactor related issues
- e. All pumping/lift/retention basin operation and repairs

In addition to the above, those employees so temporarily assigned against their will shall be assigned overtime at the newly temporarily assigned location in accordance with their total

accumulative seniority and be entitled to any and all overtime assignments beginning with such temporary change in location. Further, such employee assigned against his/her will, will return to his/her normal location with overtime hours frozen back to his/her initial temporary assignment.

16.3: STANDBY:

1. The standby duty will be for water/sewer emergencies.
2. The Standby rotation will be set up for a weekly rotation from Thursday to Wednesday. It will begin on the first Thursday in July and be set for the entire year. It will be set by low hours and a tie broken by seniority.
3. The rotation will be voluntary among qualified water and sewer division employees.
4. Employees coming into either the water or sewer division during the year may be added to the rotation if they wish and are qualified.
5. Hours paid will be recorded in the appropriate division and department list for standby.
6. The standby duty will be the responsibility of the employee who accepts a position on the rotation list. All vacancies of the rotation list will be offered to the employees on the standby rotation by lowest overtime hours first and based on ability. If no employees on the rotation list are available then the standby will be offered to the department list to those who are qualified. If no one is available then the scheduled employee will be required to work.
7. While on the stand-by assignment if an emergency call comes in and is related to his/her division the stand- by employee will get called in last in his/her division, but before any other employee in the water/sewer divisions are called.
8. Stand-by duties can be exchanged between 2 employees only in 1 week intervals, with supervisory approval. If an employee is unavailable for a Daily stand-by assignment it will be offered to the employee with the low water/sewer divisional overtime hours.

NOTE: ALL OTHER OVERTIME WILL BE WORKED ACCORDING TO DIVISIONS AND LOWEST OVERTIME IN THAT DIVISION FOR THE SPECIFIC JOB NEEDS.

16.4 Department Wide Overtime

- A. If more manpower is needed than is currently available in the division. Management shall call employees from the Department wide list.
- B. If the work required is that of a division for which there is an exact match, then that person with that division shall be called first respecting all other seniority and equalization provisions.

If there is no exact match for the division, then the employee will be called on the basis of ability to do the job, respecting all other seniority and equalization provisions.

C. It shall be the responsibility of each employee to inform management of any changes in phone number or contact procedures.

#### **ARTICLE 17 - SHIFT DIFFERENTIAL**

17.1: Work regularly scheduled at other than the regular day shift shall be a premium of twenty five (.25) per hour for the afternoon shift.

#### **ARTICLE 18 - EMERGENCY HOURS AND STANDBY**

18.1: Emergency Duty.

A. Any employee reporting for emergency duty shall be guaranteed at least three (3) hours at the rate of one and one half (1-1/2) of their regular rate of pay.

B. Any employee reporting for emergency work on a Saturday or Sunday shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1-1/2) of their regular rate of pay.

18.2: Standby.

A. The employee on weekend standby for the Water or Sewer Divisions will be guaranteed a payment for six (6) hours at straight time for Saturday and six (6) hours at straight time on Sunday. The daily standby man shall be guaranteed two (2) hours daily at one and one-half (1-1/2) of his/her regular rate of pay for the period Monday through Friday. If the member assigned to standby for the weekend calls in sick on Friday, they will not be eligible for weekend standby.

B. The employee on standby is to be called in for emergency work (example-main breaks) only when all other available employees in the division are working on emergency call-ins.

C. If the employee on standby is the ONLY EMPLOYEE AVAILABLE, then in addition to his/her standby pay, he/she will start his/her time and one and one half (1-1/2) pay immediately upon start in to work with the emergency crew.

#### **ARTICLE 19 - SOCIAL SECURITY**

19.1: All employees in this bargaining unit shall come under the Social Security Act.

## ARTICLE 20 - SICK LEAVE

20.1: Sick time is not vacation time and may only be used when the direct employee is sick. No employee shall be paid sick leave for three (3) or more consecutive days of continuous illness except upon the presentation of a satisfactory medical certificate. Moreover, any employee with more than five (5) day off in a fiscal year will need a sick leave slip thereafter.

20.2: Sick leave shall be computed from the date of an employee's induction into service at the rate of eight (8) hours per month of service and credited to the employee's sick leave account on July 1, of the following year. Sick leave cannot be taken prior to July 1, of the employee's first year of employment, except with medical certification and such time will be deducted from the employee's personal time. If no personal time is available, the employee must take this time without pay.

20.3: Sick leave payout under this Article at retirement as defined will be a maximum of 50% of the employee's bank. The maximum bank which can be accumulated for purposes of calculating the payout at retirement is 480 hours with a maximum payout of 240 hours. For example, 480 hours in bank = 240 hours paid out, 300 hours in bank = 150 hours paid out. The retirement definition is listed below.

In August of each fiscal year, employees will be eligible to contribute all sick time in excess of 480 hours. Said time will automatically be contributed into the member's HCSP or HSA or other vehicle established to provide for retiree healthcare funding.

Retirement definition is as follows:

For the purposes of sick time payout as well as determination of the pension multiplier, retirement shall be defined as the attainment of age fifty (50) with twenty-five or more years of service or after twenty-eight years of service regardless of age, duty disability retirees and vested members who reach age sixty (60) with at least ten years of service time.

20.4: In the event that an employee shall retire or die while in active service of the City, the employee or his/her legal heirs, shall be paid in full to the date of his/her death or retirement for his/her accumulated sick leave consistent with the definition above.

20.5: Any job related injury to an employee which requires medical treatment and results in lost time shall be compensated in the following manner:

If determined to be a work related injury, the City will compensate the difference between Workers Compensation and the base salary for a period of one year without loss of time. All employees must meet and cooperate with the requirements set forth by the Workers Compensation Administrator. Employees must comply with all directives and orders of medical personnel, institutions or facilities. Employee may also be placed on light duty at the City's discretion.

20.6: For Long Term Disability Insurance see Article on Insurance.

### ARTICLE 21 - SPECIAL LEAVE

#### 21.1: Bereavement.

A. Upon a showing of necessity to the satisfaction of his/her Supervisor, an employee will be granted bereavement leave in accordance with the following schedule:

1. Bereavement leave, not exceeding five (5) days will be granted to an employee as a result of the death of:

Spouse, Child, Parent, Sister, Brother, Step Parent, Stepchildren

2. Bereavement leave, not exceeding three (3) days shall be allowed in the case of death of:

Mother-in-law	Father-in-law	Grandparent
Son-in-law	Daughter-in-law	Grandchild
Brother-in-law	Sister-in-law	

NOTE: If the funeral is over 250 miles from Lincoln Park, an additional two (2) days bereavement leave is granted for above classes only.

3. Bereavement leave not exceeding one (1) day will be allowed in the case of death of:

Niece, Nephew, Aunt, Uncle

An employee will be granted ten (10) days leave with no loss of pay for attending the overseas funeral of any of the named relatives.

B. In addition to the above provisions governing Special Leaves, the City shall permit an employee who is selected as a pallbearer for a deceased member of the bargaining unit a one (1) day bereavement leave, provided that no more than two (2) employees in any department shall be allowed this leave for any one (1) funeral.

#### 21.2: Personal Leave.

A. Employees shall be granted a total of 16 hours of non compensable, non accumulative personal leave time.

B. It is understood and agreed that request for personal leave may be honored (except that such leave cannot be taken in less than one-half (1/2) hour increments which shall be taken at the beginning or end of the employee's shift, unless preapproved by the Director or designee) if the employee gives four (4) hours advance notice before the end of his/her shift to his/her

Supervisor. If special circumstances do not permit an employee to give this notice, the Employer will still honor the request upon verification of such request.

21.3: Jury Duty. Employees called for jury duty will supply copy of notice to the Human Resources Department and upon receiving jury duty pay, will endorse the check they receive from the court, less itemized expenses and turn same over to the Finance Director, who, in turn, will authorize the Finance Department to pay the employee his/her full pay for the day or days served on jury duty.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.1: Time taken without pay will result in a change in longevity date. Leaves of absence for reasonable periods of time not to exceed one (1) year at the City's discretion, without pay or accumulation of holidays, sick leave, personal leave, vacation leave except the leaves as noted in section titled EXCEPTIONS, for:

1. Maternity leave
2. Illness leave (physical or mental, certified by the Health Officer)
3. Prolonged illness in the immediate family certified by the City Health Officer

### EXCEPTIONS:

1. Seniority date shall remain the same but no benefits will be paid to an employee on those leaves unless they have already accumulated them. Present sick leave banks and/or disability policy may apply.
2. The City agrees to continue insurance premiums up to a maximum of six (6) months from date leaves begin for illness leave (physical or mental)
3. Vacation and longevity payments shall be based on the following schedule:

Ten (10) or more days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service for the above benefit allowances, but in no event shall credit be given for more than one (1) year of service.

22.2: Family Medical Leave Act Policy is incorporated by reference into the contract.

## **ARTICLE 23 - MILITARY LEAVE**

23.1: Employees leaving for State or Federal Military Service shall receive benefits for job retention, seniority, and return to employment under the provisions of any applicable laws that are in effect at that time.

## ARTICLE 24 - WORK CLASSIFICATIONS

24.1: When a new job is created in the TPOAM bargaining unit and cannot be properly placed in an existing classification, the Employer will establish a classification, rate structure and description to apply. In the event the Union does not agree that the rate, classification and description is proper, the Union and the Employer shall meet to negotiate the above requirements with no appeal via grievance.

## ARTICLE 25 - VACATIONS

25.1: The City will grant vacations on the following schedule:

Five days will be provided at the completion of probation period.

1 through 4 years	10 days (80 hours)
5 through 14 years	15 days (120 hours)
15 years and above	20 days (160 hours)

25.2: Vacation time may be accumulated by request for two (2) years upon prior approval of the Department Head. No more than one year of vacation may be utilized in a year without approval of the City Manager or Emergency Manager.

25.3: Absence from duty or vacation with pay shall be allowed after six months of service, but only to the extent of vacation credits earned or accumulated.

25.4: Unused vacation time shall be paid to the employee in the case of death, and shall be pro-rated from anniversary date to time of death.

To be eligible for payment of any vacation leave time accruing to said member under this article due to resignation or retirement, a 14-day notice of separation must be provided. The member must also be available to work up to seven (7) work days if needed prior to the separation date during the 14 day notice period to assist if needed in transition in order to be eligible for payment.

25.5: For vacation purposes, anniversary date will be used for computation of time, and shall be pro-rated for time worked less than one (1) year.

25.6: Vacation selections shall be based on seniority. Anyone scheduling his/her vacation on or after March 15th of each year shall not be permitted to bump a less senior person whose vacation was scheduled previous to March 15th.

25.7: Vacation time will be taken in a minimum of one (1) hour increments with additional one (1) hour increments, and shall be scheduled two (2) working days in advance. All vacations

will be approved by the Supervisor and shall in no way conflict with the work schedule of the department or create overtime. If two (2) employees apply for the same vacation off, the senior employee shall have first choice.

25.8: The City has the ability to approve and/or move the schedule at its discretion. If any member's previously approved extended leave is involuntarily moved with less than twenty-one (21) days notice, and that individual has a prepaid vacation and/or flight, the City will reimburse the employee for the rescheduling of that vacation or flight, as long as notice is provided to the City at the time the rescheduling occurs of the commitment and cost and the City approves.

### ARTICLE 26 - HOLIDAYS

26.1: (A) Effective upon ratification, employees shall be granted a paid holiday with pay when the following holidays fall on a regular work day:

New Year's Day	Fourth of July	Memorial Day
Labor Day	Christmas Day	Thanksgiving Day

Employee required to work on any of these holidays will be paid at time and one-half (1 ½ ) for all hours worked.

When any of the said holidays fall on a Saturday, Friday shall be a paid holiday; or on Sunday, Monday shall be a paid holiday; provided, however, that no employee shall receive holiday pay unless he/she shall have reported for work on the regular work day immediately preceding and following said holiday, except where employee's absence is based upon personal or vacation time authorized in writing in advance, or is due to sickness certified by a licensed physician.

(B) Effective upon ratification, employees shall be granted a day off without pay for the following holidays:

President's Day	Martin Luther King, Jr. Day
Day after Thanksgiving	Christmas Eve
New Year's Eve	Veteran's Day

An employee may use a vacation or personal leave day as paid time for these days.

26.2: If and when the Mayor and/or City Manager deems it necessary for the safety and welfare of its citizens and employees to close City Hall due to severe winter weather, members of this bargaining unit who actually work the day that City Hall closes shall be allowed to take a floating holiday, which shall be used before the end of the fiscal year in which this occurs. This floating holiday shall be subject to manpower permitting and shall only occur if City Hall is closed for a complete eight (8) hour business day. It is further understood that this floating holiday cannot be taken in hourly increments.

## ARTICLE 27 – LONGEVITY

27.1: Employees with five (5) years of service will receive a longevity payment in the amount of \$475.00. Effective July 1, 2010, longevity will be eliminated for all new hires into the bargaining unit.

27.2: Longevity payments shall be made to each employee on the 15th and 30th of the month after the employee's anniversary date.

27.3: For the purpose of longevity payments and vacations: Should an employee have a break in service, non-continuous service shall not be treated as continuous service (except for work related injuries/illnesses). Service shall be granted for time actually worked, after the employee has completed five (5) consecutive years of service.

27.4: In the event of termination of service, longevity shall be pro-rated to the date of termination of service.

## ARTICLE 28 - INSURANCE

28.1: A. Active Employee Health Care. All employees shall be covered under Blue Cross/Blue Shield Community Blue PPO, Plan 4 health insurance, but with a \$20 office visit and chiropractic office visit co-pay and an emergency room co-pay of \$150. The drug rider shall be \$10 generic and \$40 non-generic with MOPD2x. For a 90 day prescription, employee will be required to pay two co-pays. (Example: a 90 day generic drug will cost an employee \$20.)

B. All members of the bargaining unit will pay 20% of the overall premium share of health insurance coverage, which shall include all taxes and fees under PA 152.

C. The City shall offer a Flexible Benefit Plan as provided by IRS guidelines for employees.

Effective April 1, 2015 or thereafter, the City will be implementing a new program at its discretion. Notice will be provided to the Union by the City.

Effective November 1, 2014, all retiree health insurance was eliminated. Members will be covered by the City's HCSP effective March 1, 2015.

D. Effective on July 1, 2015, employees who elect not to participate in any of the City's health insurance programs, shall receive \$350 per month in lieu of health insurance. The

only time that an employee who is receiving the in lieu of can enroll in the health plan is during open enrollment, unless there is a qualifying event.

28.2: Life Insurance. Active members shall be entitled to a \$30,000 Term and \$30,000 AD&D policy.

28.3: Dental Insurance. The City will pay the full monthly premium for the existing dental plan. The City, however, shall have the right to change to a plan providing for benefits similar to those of the plan.

28.4: Long Term Disability Insurance. The City will provide Long Term Disability Insurance for employees after ninety, (90) days of disability. Employees will receive 66.67% of monthly base earnings with a maximum of \$5,000.00 per month. Benefit details can be found in the insurance handbook. Long term disability shall be effective one (1) year from the date of hire.

28.5: Optical Insurance. The City will pay the full monthly premium for the vision plan.

28.6: The City shall have the right to utilize self-insurance, wrap around plans, and/or change carriers and benefits, provided further that members will be given a reasonable time to review the specific changes before implementation.

#### **ARTICLE 29 - HOURLY WAGE**

29.1: Wage Adjustment.

There is no change in current prevailing base wage.

#### **ARTICLE 30 - UNIFORMS**

30.1: The City will provide each DPS employee with eleven (11) sets of uniforms.

Uniforms will be ordered through contractors/vendors by the City as well as having them cleaned. The City will choose the color for each department. Uniforms may have department patch and name (ID.) patch. It will be the employee's responsibility to wear said uniforms in a clean and presentable condition. Employees are to supply their own Carhartt coat with department patches per the city's specifications. The City will provide patches for the coats. It shall be mandatory for employees to wear MIOSHA approved safety shoes.

Effective July 1, 2015, employees shall receive up to \$275.00 for reimbursement of safety shoes and specialized work wear. All receipts must be submitted at one time between December 1<sup>st</sup> and December 15<sup>th</sup> each fiscal year. Reimbursements will be given within 30 days.

### **ARTICLE 31 - TOOL ALLOWANCE**

31.1: The classification of Mechanic is required to maintain a proper supply of tools in order to perform the duties of their position. A tool reimbursement of three hundred, twenty-five dollars (\$325.00) will be paid each fiscal year to these classified employees only and only upon proof of purchase. It is the employee's responsibility to replace any lost or broken tools. Should an employee in this class bid to another position, their tools purchased during the current fiscal year shall be returned to the City.

### **ARTICLE 32 - CERTIFICATION INCENTIVES**

32.1: A \$.25 per hour certification compensation for Mechanic Certification (ASE and/or State of Michigan). S1 through S4 licenses and any others required by the employer or mutually agreed upon between both parties. It is the employee's responsibility to maintain the certification. The City will remove the pay increase if the employee fails to keep the certification current or if the certification does not apply to the position being held by the employee. Certifications will be reviewed on annual basis and if it has not been utilized in the previous fiscal year, it will be discontinued.

### **ARTICLE 33 - GENERAL PROVISIONS**

33.1: Anyone unable to report to work must notify his/her Supervisor before 7:30 A.M., for the day shift and fifteen minutes before the start of the afternoon or midnight shift. Anyone failing to do so may be penalized up to one (1) day without pay. Extreme emergency shall exempt this paragraph. Continued offense of not calling in will lead to progressive penalties up to and including dismissal. (A recorder will be provided.)

33.2: The penalty for punching a time card other than your own shall be subject to discipline up to and including dismissal.

First Offense	1 day off
Second Offense	2 days off
Third Offense	Suspension

33.3: Coffee Breaks. Each employee shall be entitled to two (2) coffee breaks each work day, not more than fifteen (15) minutes in the A.M. and not more than fifteen (15) minutes in the P.M. Coffee breaks shall be taken as conditions warrant and at the discretion of the Supervisor.

33.4: Wash up time shall be allowed five (5) minutes before the lunch break.

33.5: Any employee required to work through the lunch period of 12:00 P.M. to 12:30 P.M. shall have the option of being paid one half (1/2) hour at one and one half (1 1/2) time or going home one half (1/2) hour early, at the discretion of the City.

33.6: Mandatory Check Deposit. All members shall complete the necessary forms to execute direct payroll deposit of City payroll and any other compensation checks.

#### **ARTICLE 34 - BULLETIN BOARDS**

34.1: The City agrees to provide the Union with bulletin boards in all City buildings where Union employees are regularly employed. The bulletins are to be restricted to the following types of notices:

1. Recreational and Social Events of the Union
2. Union Meetings
3. Union Elections and Results
4. Reports of Union Committees
5. Ruling or Policies of the Union

34.2: Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or anything reflecting upon the City or its employees' character, shall be in violation of this Article and shall entitle the City to request the Union to remove such material.

34.3: Anything to be posted on Union bulletin boards must be approved and initialed by the President prior to being posted.

#### **ARTICLE 35 - PART TIME PERSONNEL**

35.1: Part Time or Temporary Employees. Part time or temporary employees shall work up to thirty-five (35) hours per week but not to exceed the Affordable Care Act maximums.

Part Time/Temporary employees may operate pieces of equipment at the discretion of management.

Part Time/Temporary employees may be used for overtime under the following circumstances:

- A. The available overtime has been offered to members in the department and classification where the work is to be performed.

- B. If additional manpower is required, it is offered to all eligible employees in the department.
- C. If additional manpower is required, it is offered to eligible employees on the City Wide Overtime list.
- D. If additional manpower is required, it is offered to other full time eligible employees in the bargaining unit.
- E. If additional manpower is required, it may then be offered at the discretion of Management to part time employees.

Classified employees shall be given preference on daily assignments over a part time/temporary employee when they are not performing their classified duties if they can perform the job. The wages, benefits or other conditions of employment of these employees shall be set by the City and they are specifically excluded from the bargaining unit as set forth in Article I.

#### **ARTICLE 36 - LINE OF DUTY DEATH**

36.1: In the event a member is killed in the line of duty, the City shall continue to pay the member's base wage and medical benefits to the member's beneficiary as defined under the Municipal Employees Retirement System for a period not to exceed three (3) months.

#### **ARTICLE 37 - DURATION, MODIFICATION & TERMINATION OF THE CONTRACT**

37.1: This agreement shall become effective November 1, 2014, and shall remain in full force and effect unless and until 11:59 P.M., June 30, 2017, upon ratification of the Bargaining Unit membership and approval by the Emergency Manager.

37.2: If either party desires to modify this Agreement, such party shall send to the other party a written letter, by registered mail, of its desire to modify the Agreement, ninety (90) days prior to the expiration date of 11:59 P.M. June 30, 2017.

37.3: If the parties fail to request modification of this Agreement per the above, this Contract will continue in full force and effect on a year to year basis until such modification is given per above or as otherwise authorized by law.

37.4: Upon the receipt of the above notice by either party, the City and TPOAM appropriate Staff Representative will arrange and schedule a date to meet in contract negotiations.

37.5: If the parties fail to reach an agreement in negotiations, and either party wishes to terminate this Agreement, they may do so by giving to the other party ten (10) days written advance notice of its desire or intent to so terminate.

#### **ARTICLE 38 - SAVINGS CLAUSE**

38.1: In the event that any of the provisions of this Agreement, including letters of understanding, is held invalid or unenforceable by reasons of a Federal or State law now existing or hereafter enacted, the parties hereto shall meet immediately in negotiations and mutually agree to change and replace such provisions whereas to meet with such laws. Further, the remaining provisions of the Contract herein shall not be affected and will continue in full force and effect.

#### **ARTICLE 39 - PENSION**

39.1: For employees that stay through retirement as defined earlier in the contract and are members of the Defined Benefit Plan hired prior to December 1, 2004, the pension multiplier will be 2.5%. For employees that leave before attaining full retirement, a 2.0% multiplier will apply prospectively. Effective on ratification, sick and vacation time will not be included as part of Final Average Compensation (FAC) for future years. Final Average Compensation will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history. All pension enhancements after retirement are eliminated.

The member's pension contribution rate is 8.41%.

Effective August 20, 2014, the purchase of three years of service credit was eliminated.

Effective November 1, 2014, the COLA benefits were eliminated.

39.2: Retirement definition is as follows:

For the purposes of sick time payout or any other purpose under this contract retirement shall be defined as the attainment of age fifty (50) with twenty-five (25) or more years of service or after twenty-eight (28) years of service regardless of age, age sixty (60) with at least ten (10) years of service time as well as duty disability retirees.

Employees hired after December 1, 2004 shall have the following pension and health care benefits afforded to them in retirement:

MERS Hybrid. Employees hired after December 1, 2004 are afforded the MERS Hybrid Plan.

#### **ARTICLE 41 - MANAGEMENT RIGHTS**

41.1: The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City and no part of this Agreement shall be in violation of the charter of the City of Lincoln Park. Notwithstanding the above, it is specifically understood by and between the parties that the City Charter or City Ordinances does not supersede any language of this Agreement. However, nothing in this Agreement will limit or abridge the rights of the Emergency Manager or the City under PA 436.

41.2: The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

#### **ARTICLE 42 - DOT DRUG/ALCOHOL TESTING**

42.1: The Department of Transportation Drug and Alcohol Testing Program is hereby referenced in this agreement.

#### **ARTICLE 43 - CODE ENFORCEMENT**

43.1: Duties: Employees shall perform any and all duties as required by applicable federal, state and local laws, ordinances, rules and regulations, and shall adhere to all of the City's policies and regulations

43.2: Bidding Rights: Employees holding this classification may request a transfer, to be granted at the City's discretion.

43.3: Benefits: Employees shall have the same medical, hospital, dental, optical, life and long term disability insurance as stated in this Collective Bargaining Unit for all full time employees.

43.4: Leave Time: Employees shall have the same holidays, personal leave, vacation, bereavement and sick leave benefits as provided for all full time employees in this agreement.

43.5: Call back: Call back is defined as the call back of an officer after he/she has reported off duty and before his/her next following tour of duty. Call back shall not be defined as including off duty court appearances. Call back shall be paid at one and one half (1-1/2) times with a minimum of three (3) hours. Call back on a Sunday or holiday shall be paid one and one half (1-1/2) time for a minimum of three (3) hours.

43.6: Clothing Allowance: Employees in this class shall receive up to a \$200.00 reimbursement per year for specialized work wear upon submission of receipts to be turned in

V.E.B.A./Section 125 Retiree Health Care. Employees hired after December 1, 2004 who retire shall be afforded the ability to be included in the City's retiree health care program. The cost for such inclusion shall be borne by the employer. The city shall institute a VEBA/Section 125 account or other Health Savings Account to assist the employee throughout his/her career in funding retirement health care. During the term of the employee's career the city will contribute 2% pre-tax of the percentage of employees earned income into the employee's VEBA/ Section 125 account or other Health Savings Account provided to City Employees. The Employee may additionally contribute up to the maximum permitted by the IRS Code.

This will apply to all members effective March 1, 2015.

Effective March 1, 2015, the City will begin contributing 2% of base salary to a healthcare savings plan.

Effective March 1, 2015, the City reserves the right to eliminate or modify all contract provisions of the retirement system prospectively at its discretion. Notice will be provided to the Union. This is to improve the funding level in the plan.

#### **ARTICLE 40 - WAGE SCHEDULE**

#### **THERE IS NO CHANGE IN CURRENT WAGES, THIS SECTION WILL BE UPDATED**

40.1: The Department of Public Services shall be reclassified into the divisions listed below:

- Streets
- Water/Sewer
- Internal Services
- Motor Pool

All Public Service Workers hired prior to March 1, 2005 shall be paid an hourly rate of \$19.07.

All Public Service Workers and Mechanics hired after March 1, 2005 shall follow the wage schedule listed below:

Probationary	6 Month	1 Year	2 Year	3 Year	4 Year
\$14.00	\$16.03	\$16.79	\$17.55	\$18.31	\$19.07

Public Service Group Leaders shall be paid a rate of \$20.02 per hour.

If the city hires Mechanics or other qualified workers from the outside it may place them anywhere in the hourly pay rate up to the 48 month rate based on experience.

one time between December 1<sup>st</sup> -15th. Work wear is as needed and when approved by the City. The following work wear is provided:

- 1 pair boots
- 1 jacket (choice of spring/winter)
- 6 fatigue pants
- 1 pair gloves
- 6 fatigue shirts (choice of long/short sleeve)
- 2 baseball caps

43.7: Working Hours: Standard working hours shall be based on a 40 hour work week with starting and end times to be determined by the City.

43.8: Pension System: Code Enforcement Officers will have the same pension benefits as set forth in Article 41, Pension based on their date of hire.

43.9: Return of Property: Upon termination of employment, the employee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the City, which the employee may have in his/her possession or control and a signed statement verifying return of such property.

43.10: Return of Monies: Should the employee leave the City's employment on their own during his/her first two (2) years of employment, the employee agrees that the City may withhold from any monies due and owing at the time of their separation including the repayment of any monies utilized for the training of the employee to perform the duties of an Animal Control/Code Enforcement Officer. This is based upon the significant time and monies to qualify the employee for this position, and the employee agrees to repay the City for those monies expended should they voluntarily leave the employment of the City.

43.11: Union Steward: The steward shall be the DPS representative for purposes of grievances and labor disputes.

APPENDIX A

City of Lincoln Park Department of Public Services

Public Service Worker Transfer Form

Employee Name:

Current Classification:

Current Division:

Seniority Date:

Date:

I am hereby requesting a transfer from the division of \_\_\_\_\_ and fully understand that the transfer may not be completed unless a qualified Public Service Workers is available to fill my position.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX B

City of Lincoln Park Department of Public Services

Group Leader Voluntary Relinquish Form

Employee Name:

Current Classification:

Seniority Date:

Date:

1. As a current classified Group Leader, I voluntarily relinquish my duties as Group leader.
2. I shall be placed into the current division with the classification of Public Service Worker.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

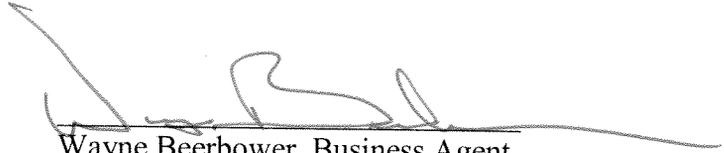
WITNESS WHEREOF, the parties have executed this document by their duly authorized representative.

CITY OF LINCOLN PARK

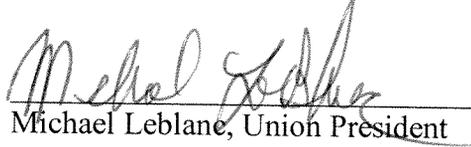
TPOAM



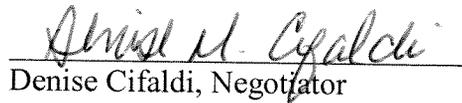
Brad Coulter, Emergency Manager



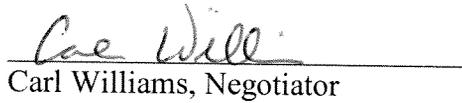
Wayne Beerbower, Business Agent



Michael Leblanc, Union President



Denise Cifaldi, Negotiator



Carl Williams, Negotiator

Dated: 8-31-15



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

NICK A. KHOURI  
STATE TREASURER

August 4, 2015

Brad Coulter, Emergency Manager  
City of Lincoln Park  
1355 Southfield Road  
Lincoln Park, MI 48146

Mr. Coulter:

I have reviewed your proposed Technical Professional Office Workers Association of Michigan collective bargaining agreement. Because a contract is involved, one which was not competitively bid and exceeds the statutory threshold of \$50,000.00, my approval is required to proceed.

This letter serves as my approval of this action. You may execute this collective bargaining agreement without further delay.

Sincerely,

A handwritten signature in black ink, appearing to read "N.A. Khouri".

N.A. Khouri  
State Treasurer

