

**LABOR CONTRACT AGREEMENT**

**between**

**THE CITY OF TAYLOR**

**and**

**LOCAL 1917, AFSCME**

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

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**CITY OF TAYLOR - AFSCME LOCAL 1917**

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## **AGREEMENT**

This Agreement entered into on the 21st day of November, 2006 between the City of Taylor (hereinafter referred to as the "Employer" or the "City") and AFSCME, Local 1917 affiliated with Metropolitan Council No. 25 of the International Union of the American Federation of State, County, and Municipal Employees (hereinafter referred to as the "Union").

### **ARTICLE 1 WITNESSETH**

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

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

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

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

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

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

### **ARTICLE 2 RECOGNITION**

The City hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in accord with Act 379 of the Michigan Public Acts of 1965 for the following Unit: All Supervisory and Confidential Employees of the City of Taylor.

All Foremen  
All General Foremen  
Executive & Confidential Secretaries  
Supervisors  
Deputy Clerk and Deputy Treasurer

The Parties agree that Management will have the right to appoint all Supervisory and Confidential Employees.

**ARTICLE 3**  
**CONFORMITY TO LAW**

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

**ARTICLE 4**  
**UNION MEMBERSHIP**

**SECTION 1:**

The City agrees as a condition of employment that all eligible City employees shall maintain membership in the Union or pay an agency fee equal to monthly dues.

**SECTION 2:**

All employees who become members of the Union shall remain members of the Union during the term of this Agreement.

**SECTION 3:**

Failure to maintain membership or pay an agency fee equal to Union dues shall be the basis for immediate discharge. Such discharge will take place immediately upon receipt of a letter from the Union indicating the employee is sixty (60) days in arrears with his or her union dues or agency fees.

**ARTICLE 5**  
**UNION DUES AND AGENCY FEE DEDUCTIONS**

The City agrees to deduct from the paycheck of each employee of the City who has signed an authorized payroll deduction card as provided by the Union, 1) Union dues, or 2) Agency fees. The amounts to be deducted shall be certified to the City by the Treasurer of the Union and the total deduction of all employees shall be sent together with an itemized

statement to the Treasurer of the Union by the first of the following month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

**AUTHORIZATION FOR PAYROLL DEDUCTIONS**

By \_\_\_\_\_  
Last Name Middle Name First Name  
To \_\_\_\_\_ Employer  
Effective \_\_\_\_\_ Date

I hereby request and authorize you to deduct from my earnings 1 \_\_\_ Union membership dues once each month in an amount established by the Union, or 2 \_\_\_ Agency fee equal to the monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

\_\_\_\_\_  
Signature of Member

**ARTICLE 6**  
**CITY COUNCIL MINUTES**

**SECTION 1:**

The City Council shall notify the Chapter Chairperson of the Union of all regular and special council meetings prior to such meetings. Notification shall be by submission of the "Agenda" of the meetings to the Union official.

**SECTION 2:**

Minutes of all City Council Meetings shall be mailed to the Chapter Chairperson of the Union as they appear in the files of the Council.

**SECTION 3:**

The City Human Resources Director agrees to provide the Union with a copy of all payroll changes for the employees represented by the Union within five (5) days of change. This list to include new hires, demotions, promotions, transfers, and any other changes in rates of pay.

**ARTICLE 7**  
**BULLETIN BOARDS**

The City will provide bulletin board space available to each department for the use of the Union for publishing notices and news pertaining to the conduct of its affairs. These bulletin boards will not be used by either party to this Agreement to post material of a political nature.

**ARTICLE 8**  
**STEWARDS-REPRESENTATION AND UNION MANAGEMENT MEETINGS**

**SECTION 1:**

For the purposes of maintaining harmonious relations and obtaining representation for all employees, there shall be one steward for Foremen and one steward for Confidential Employees and one Chapter chairperson to represent the unit.

**SECTION 2:**

A steward or alternate may request, of his immediate supervisor, release time to investigate and present member grievances during working hours. Said release time shall not result in the loss of steward's time or pay. The supervisor's permission shall be withheld only for just cause and may not be withheld for more than four (4) working hours from the time of said request. If the request cannot be granted before the end of the working day, said request will be honored at the beginning of the next regular shift. Grievances shall be investigated and processed without delay. All investigations and presentations shall be made during normal working hours or on the employee's own time. Investigation time shall be kept to a minimum with as little disruption to the work day as possible. In no event shall the City be caused to pay any overtime for said grievance investigation and presentation.

**SECTION 3:**

Regular monthly meetings will be held between the Union and Management with a pre-prepared agenda. Attending for the Union will be the Chapter Chairperson and two stewards and not more than three representatives from Management. These meetings are to be held on the third Thursday of every month and topics for discussion at these meetings must be in the office of the Director of Human Resources on the Friday preceding the meeting. These meetings are in no way intended to obviate the grievance procedure. The purpose of the meeting is to convey information essential to the employees on future plans and current operational problems and provide the opportunity to feed back to management the problems employees are having to implement the contract and other working conditions. If all items on the agenda are not reviewed on such meeting day, mutually acceptable arrangements for continuation of this meeting shall be made before adjournment. In the event neither of the parties have agenda items as indicated above, the meeting will not be held.

**ARTICLE 9**  
**SENIORITY**

**SECTION 1:**

Employees who come from general employee (Local 1128) unit will retain and accumulate seniority while in this unit.

**SECTION 2:**

If layoff occurs or if a position is eliminated, the employee shall have the right to return to the Local 1128 unit and replace any employee with less seniority provided he has the ability to hold the job. If an employee is removed from that job in Local 1128, the matter may then be submitted at the second step of the grievance procedure as provided in the Local 1128 contract.

**SECTION 3:**

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

- A. He/She quits.
- B. He/She is discharged and the discharge is sustained.
- C. He/She is absent for three (3) consecutive working days without notifying the employer, unless it is impossible to do so. After such absence, the employer will send written notification to the employee at his/her last known address, that he/she has lost his/her seniority and his/her employment has been terminated.
- D. He/She does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leaves of absence.
- F. He/She retires.
- G. In the application of the provisions of this Article, due consideration will be given to extenuating circumstances.

The City shall provide employees one (1) week notice prior to their date of layoff.

**SECTION 4:**

In the recalling of employees, the senior employee shall be given first preference. All employees shall receive notice of recall sent by certified mail, return receipt requested, deliver to addressee only. Reporting time will commence from the date of delivery of said letter. If an employee is so notified and shall fail to report within ten (10) working days, he shall lose his seniority standing; however, extension of this time may be granted by the employer for good cause.

Recall lists must be kept for a period of two (2) years or the length of seniority whichever is greater.

**SECTION 5:**

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

**SECTION 6:**

Existing or promoted Supervisory or Confidential employees shall have the right to transfer back to the Local 1128 Unit by written request, subject to the provisions of Article 14 Section 2.

**SECTION 7:**

AFSCME Local 1128 represented employees appointed into the AFSCME Local 1917 Bargaining Unit shall retain those Local 1128 benefit levels which exceed those provided for in the Local 1917 collective bargaining agreement. This provision shall only apply to benefits existing in place at the time of appointment into Local 1917.

**ARTICLE 10  
LEAVES OF ABSENCE**

No employee shall be eligible for leave of absence until they have completed a probationary period. All requests for leave of absence must be presented in writing to the Department Head and shall include the following pertinent information: Purpose of leave, effective date and duration. Leaves other than military, maternity and sick leave must have prior approval from the department head. Should the department head fail to grant the leave, the employee may appeal through the grievance procedure and the arbitrator shall have the power to grant a leave if he feels the need for a leave is valid.

While on approved leave of absence, an employee will continue to accrue his seniority subject to limits indicated in this Article. All leaves are granted without payment of regular earnings (excluding disability benefits or worker's compensation benefits). A member who is granted any leave of absence shall be required to use all earned, unused sick and vacation time and monies at the start of the leave of absence until all that time and monies are exhausted, except seven (7) vacation days. Employees on leave of absence for bona fide medical reasons will receive pension credit up to a maximum of one year. In cases where there is a disagreement about whether bona fide medical reasons exist, it is agreed that a Board Certified or Academy Certified M.D. will be mutually agreed upon to make a final and binding determination as to whether the employee is unable to work because of bona fide medical reasons. If a physician cannot be selected by mutual agreement, one will be selected in accordance with the rules of the American Arbitration Association. Time off under Workers' Compensation will continue to earn pension credit.



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

The employee shall return to the position he held at the time he took such leave. However, if the employee's former position has been eliminated at the time of his return, he shall be placed in a position in accordance with Article 9, Section 2. On leaves of sixty (60) days or less, the City will pay all insurance premiums and all fringe benefits will accrue to the employee, limited to each article in this Agreement and past practice.

#### SECTION 1:

Leave of absence for a period not to exceed thirty (30) days shall be requested from the head of the department to which the employee is assigned and request for such leave shall be answered by the department head in writing within five (5) working days.

#### SECTION 2:

An employee who enters the Armed Forces of the United States or who is called for reserve duty, National Guard or other branches of the services covered by the national Selective Service Act will be granted leaves and other rights as afforded by the Act.

#### SECTION 3: Maternity Leave

- (1) Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician, stating the approximate date of delivery, the nature of the work she may do and the length of time she may continue to work.
- (2) She shall be permitted to continue to work in accordance with her physician's recommendation, provided the employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee be off the job. Employees on maternity leave shall receive all the benefits of an employee on medical leave subject to amendments in federal and state laws.
- (3) A permanent employee who is an expectant mother or who adopts a child or acquires a family by marriage or assumes the legal responsibility of a family will be granted a leave of absence not to exceed one (1) year and renewed annually upon written request up to a total of two years without the loss of seniority.
- (4) Employees on a maternity leave shall continue to have their premiums paid on all insurance programs for a period of three months of said leave. Employees may choose to continue insurance premiums at their own cost.

#### SECTION 4:

An employee after one year of service shall become eligible for a leave of absence for job related, educational purposes. Educational leaves will be for no more than one (1) year. Educational leaves may be renewed upon written application. The joint bargaining committee will review the progress of individuals on educational leaves at pre-agreed intervals. Failure to progress in the agreed on program may be the basis for terminating such leave upon mutual agreement of the joint bargaining committee.

#### SECTION 5:

Employees may request a leave of absence not to exceed thirty (30) days in any calendar year to attend special conferences, seminars or other educational functions that are intended to improve or upgrade the employee's skill or professional ability. Where the employer requests an employee to attend, the employee shall receive full pay plus paid expenses as determined at the time of approval.

#### SECTION 6:

An employee selected or elected to a union position or selected by the Union to do work for the Union which takes him from his employment with the City shall, upon written request of the employee, receive a leave of absence for a one (1) year period. The same shall apply to members selected to a position with the Council or International Union. Renewal must be requested annually in writing and this benefit will apply only to the maximum accumulated seniority of the individual employee involved.

#### SECTION 7:

The City shall grant the time off without compensation and without discrimination to any employees designated by the Union to attend Union conventions or conferences provided seven (7) days written notice is given the department head specifying the time to be taken off. The Union agrees that in making its request for time off for union conventions or conferences, no more than one (1) employee delegate will be considered.

#### SECTION 8:

To settle an estate outside of the immediate residence of the employee not to exceed six (6) months.

#### SECTION 9: Sick Leaves

Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period equal to their seniority or two years, whichever is greater. Such leave may be extended upon request.

#### SECTION 10:

If called for jury duty, an employee shall be granted a leave of absence and be paid the

difference between his jury duty pay and his regular pay for each day served as substantiated by proper verification. However, this provision will be for a maximum of six (6) months for any employee in one (1) year.

## **ARTICLE 11**

### **ILLNESS AND FUNERAL BENEFITS**

#### **SECTION 1:**

Employees will earn sick leave cash account credit for each month they work at least five (5) full days, excluding sick pay and pay for on-the-job injuries. The employees' account will be credited by one and one-half (1 1/2) days at his current hourly pay rate for each month worked as defined above. Employees with original hire dates after July 1, 1996 shall be allotted one sick day per month for a total of twelve (12) per year. Sick days taken will be paid at the current rate of pay and deducted from the employees' credit balance. Employees shall be permitted to charge sick time in one hour increments.

#### **SECTION 2:**

If an employee is absent no more than five (5) days due to illness in a calendar year, s/he shall receive an additional one weeks' pay as a bonus or one week paid leave at the employee's option. If an employee elects a leave, it must be taken by year end, otherwise, the cash will be paid out by February 1st of the following year. Failure to report off work and/or an unexcused absence shall be charged against the bonus week.

#### **SECTION 3:**

Each February 1st, all cash balances in excess of \$15,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$4,000 once a year with a minimum requested payout of \$1,000. This payment will be made no later than the second pay period after the request. A statement of each employee's year end cash account balance will be issued no later than April 1st.

#### **SECTION 4:**

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

#### **SECTION 5:**

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

**SECTION 6:**

Employees exercising sick leave privileges shall whenever possible advise their department of the intent to be absent prior to the beginning of their regular shift. Telephone notification by a member of the employee's immediate family or any member of his household is acceptable. An employee who is late for work shall be entitled to work the rest of the shift subject to the provisions of Article 20.

**SECTION 7:**

Employees shall be allowed up to five (5) working days as needed with no loss in pay, not to be deducted from sick leave or vacation pay, in the event of the death of any member of the family as described in Section 5.

**SECTION 8:**

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

**SECTION 9:**

Employees selected to be a pallbearer for a deceased City of Taylor employee will be allowed one day off without loss of pay.

**SECTION 10:**

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

**SECTION 11:**

Employees who work a minimum of 500 hours within a calendar year will be allowed five (5) days personal leave per year provided s/he has a sufficient cash account balance to cover the leave time requested. These days will be deducted from the cash account balance at the employee's current wage rate. Personal time shall be charged in one hour increments. Whenever possible the employee shall request the use of personal leave days from the department head or supervisor at least 24 hours in advance of the desired leave day. Employees will not be required to provide reasons for these leaves. This absence shall not be counted against the employee's bonus leave program in Section 2. The City will provide proper forms for these requests. Personal leave days shall not be taken the day before or the day after a City-designated holiday unless written request stating the reason is made and prior approval is obtained from the employee's supervisor.

**ARTICLE 12**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1:**

All disciplinary action shall be taken on the basis of just cause. Political activity by any employee shall not be the basis for disciplinary action unless such activity takes place during regular working hours.

**SECTION 2:**

The Union will be provided with a written copy of all formal disciplinary actions. Disciplinary letters will be specific and will note the time, place and all circumstances of the rule violated, misconduct alleged along with the penalty involved. The employee shall be advised of the possibility of disciplinary action within five (5) working days of the employer's knowledge of the incident; however, implementation of disciplinary action will occur no later than ten (10) working days after receipt of the formal notification. In the case of suspensions, holidays shall not be counted or included in the penalty imposed.

**SECTION 3:**

Disciplinary action may be processed through the regular grievance procedure. Grievances relative to suspensions and/or terminal actions shall be initiated at the second step of said grievance procedure. Suspensions and/or terminal actions shall not be invoked until the grievance hearing has been held. Disciplinary action shall be employed in a manner which will neither embarrass nor disgrace the employee and shall be private and as confidential as possible. Sustained disciplinary action shall remain on the employee's record until one (1) full year has elapsed with no further disciplinary activity.

**SECTION 4:**

Disciplinary action shall be only for just cause. The employee shall have the right to be represented by his or her steward. All disciplinary action is subject to grievance and arbitration procedures. Assignments challenged on the basis of health or safety are subject to immediate review by the department head and union steward if requested by the employees. Safety is a paramount concern of the employer as it is the employee and we are not encouraging unsafe acts or use of unsafe equipment.

**ARTICLE 13**  
**GRIEVANCE AND ARBITRATION PROCEEDINGS**

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**SECTION 1:**

Any employee desiring to file a grievance must first contact his steward. If there is a basis for the grievance, the employee and the steward shall try to resolve this matter with the department head involved within three (3) working days of the date of the grievance, or the employee's knowledge of its occurrence. If the grievance is not resolved at the verbal step, the Union shall within three (3) working days of the discussion with the department head, reduce the grievance to written form with detailed information included and submit it to the appropriate department head. The department head shall answer within five (5) working days in writing. The written answer shall include all the important information developed in the process of the grievance procedure.

**SECTION 2:**

If the grievance remains unresolved, the Union shall submit, in writing, an appeal to the Director of Human Resources within three (3) working days of the answer or date the answer was due from the department head. The Director must hold a meeting with the Chapter Chairperson, Steward and the grieved employee within five (5) working days. The Union may have the steward present at this level in place of some other union officer. The Director shall respond in written form within ten (10) working days of the meeting. The written answer shall include all the important information developed in the process of the grievance procedure.

**SECTION 3:**

If the grievance remains unresolved, the Union may within fifteen (15) working days after the reply of the Human Resources Director is due, by written notice to the employer, request arbitration.

**SECTION 4:**

Expenses for the arbitration shall be borne equally by both parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record, it can cause such a record to be made providing it pays for such expense.

**SECTION 5:**

The Arbitration proceedings shall be conducted by an arbitrator selected by the City and the Union within seven (7) working days after notices have been given. If the parties fail to select an arbitrator, the grievance shall be filed with the American Arbitration Association and proceed in accordance with the rules and regulations of said Association.

**SECTION 6:**

There shall be no appeal from the decision of the arbitrator. Each decision shall be final and binding.

**SECTION 7:**

If the Union fails to move the grievance to the next step within the time limits, it shall be considered settled as per the last answer of the employer.

**SECTION 8:**

If the employer fails to answer the grievance within the time limits, the grievance will be automatically positioned to the next step.

**SECTION 9:**

The time limits may be waived by mutual agreement in written form signed by the Chapter Chairperson of the Union, or his designee, and the appropriate representative of the City.

**SECTION 10:**

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

**SECTION 11:**

No employee shall suffer the loss of regular pay as a result of participation in an arbitration hearing.

**ARTICLE 14**  
**PROMOTIONS**

**SECTION 1:**

The City has the unlimited right to hire from the outside or promote Supervisory and Confidential employees from among its current workers. Employees promoted to Confidential or Supervisory status shall, if demoted, return to whatever Local 1128 position their seniority and ability may entitle them.

Employees promoted to permanent Confidential or Supervisory positions will be considered as on a probationary assignment for the first six (6) months.

**SECTION 2:**

Lateral transfers and downgrades requested by the employee shall be handled in the following manner: An employee who wishes to make a lateral or downgrade move shall

complete a form provided by the Human Resources Office requesting consideration for lateral or downgrade movement. This form shall include information regarding the employee's present job title and pay range and those being requested. The information on the form shall also include the department and division, if applicable, to which the employee is presently assigned as well as the department and division, if applicable, to which the employee is requesting to be assigned. Said requested lateral transfer or downgrade shall only be granted to fill an existing vacancy.

All requests for lateral transfer or downgrade will remain on file in the Human Resources Office for a period of one (1) year unless granted or withdrawn.

**SECTION 3:**

Effective 6/1/96 employees assigned to Confidential or Supervisory positions shall serve four (4) months as a Temporary employee in that position to be followed by up to six (6) months as a Probationary employee at the discretion of the City.

**SECTION 4:**

Upon completion of both Temporary and Probationary terms the employee shall gain Permanent employee status.

**SECTION 5:**

If a new job is created within the bargaining unit, the City will negotiate with the Union to establish the proper pay range for the new job.

**ARTICLE 15  
LONGEVITY PAY**

All employees shall receive longevity pay based on the following schedule:

- A. Four Dollars (\$4.00) per month for each month of actual service beginning at the end of the fifth year of service, retroactive to the hiring date and increasing to six (\$6.00) per month at the end of the seventh year of service retroactive to the hiring date.
- B. Payment shall be made by a separate check between December 1st and December 15th of each year and will be paid for the year beginning December 1st through November 30. If an employee is on an approved medical leave as defined in Article 10, or on-the-job injury as defined in Article 25, he or she shall be entitled to longevity payment in accordance with Paragraph "A" above.
- C. In instances of retirement or termination, longevity benefits shall be prorated based upon the fractional number of full months worked during the final year



of employment multiplied by the total number of full months worked from the date of hire and shall be paid as part of the employee's final payout.

**ARTICLE 16**  
**LUNCH AND REST PERIODS**

**SECTION 1:**

All employees will receive a 30 minute paid lunch period during their regular work schedule. In addition, they shall receive one 15 minute rest period during each one-half shift, paid for by the City. An appropriate time and place shall be scheduled for such lunch period and rest period.

**SECTION 2:**

Past practice concerning lunch periods shall remain in effect for those employees who have a different lunch period than specified in Section 1.

**SECTION 3:**

Employees who work beyond their regular shift shall receive a 15 minute rest period before they begin to work on the next shift. Any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four hour period shall receive a paid 30 minute lunch period. They shall receive an additional 30 minute paid lunch period for each additional four hours thereafter. In addition, they shall receive the regular rest period that occurs during the overtime shift.

**ARTICLE 17**  
**HOURS OF WORK**

**SECTION 1:**

Work Day - Eight (8) consecutive hours of work within the 24 hour period beginning at midnight shall be the regular work day.

**SECTION 2:**

Work Week - Five (5) consecutive eight (8) hour days, Monday through Friday, shall be the regular work week, except for those departments requiring a six or seven day operation. Employees will be guaranteed a forty (40) hour work week.

**SECTION 3:**

Work Shift - All employees will be scheduled to work a morning, afternoon, or midnight shift

with each shift having a regular starting and quitting time.

**SECTION 4:**

Employees on the afternoon shift will receive a premium pay of thirty cents (\$.30) per hour for hours worked.

**SECTION 5:**

Employees on the midnight shift will receive a premium pay of forty cents (\$.40) per hour for hours worked.

**SECTION 6:**

Those employees assigned to the seven (7) day work schedules shall receive seventy cents (\$.70) per hour premium pay for hours worked in addition to their hourly rate and any other premiums which apply. The employees shall work five (5) consecutive days and be off for two (2) consecutive days.

**SECTION 7:**

All work schedules shall be posted on the bulletin board of each department concerned. Except for emergency situations, there shall be no change in work schedules unless mutually agreed upon by the City and the majority vote of the employees affected. Scheduled overtime resulting from a holiday will be posted three (3) days in advance. Employees wanting to work said overtime shall let it be known to their immediate supervisor 24 hours before the overtime day.

**SECTION 8:**

The seven day operation shall be posted in the department. The award shall be to the most qualified senior department applicant.

**SECTION 9:**

The shift change shall be posted each time it is to be in effect 14 days prior to the beginning of the seven day operation.

**SECTION 10:**

The employees who work the seven day operation shall be given seven (7) calendar days notice of change of schedule to terminate the seven day operation.

**SECTION 11:**

Stand-By Pay - Foremen in the Department of Public Works will receive four (4) hours pay at straight time for scheduled stand-by duty which shall consist of seven (7) consecutive days. Effective January 1, 1999 foremen in the Parks Department will receive the stand by pay for November 1 through April 30 each year.

Foremen on stand-by duty who do not work their full regular scheduled work shift may have other foremen substitute for them when they will not be available for duty call, with prior approval from the department head. Should the foreman on stand-by duty or the substitute not be available when called, the foreman shall forfeit his stand-by pay for the week he is scheduled for duty.

Foremen on stand-by duty who work their full regular scheduled shift may have other foremen substitute for them when they will not be available for duty call. Should the foreman on stand-by duty or the substitute not be available when called, the foreman shall forfeit his stand-by pay.

## **ARTICLE 18** **PAY FOR MEALS**

### **SECTION 1:**

The City shall furnish compensation for a meal to any employee who works more than two (2) hours beyond his/her regular shift quitting time or more than ten (10) consecutive hours within a twenty-four hour period.

### **SECTION 2:**

The employee shall be furnished additional meal compensation for each four hours work thereafter.

### **SECTION 3:**

Compensation for said meals shall be \$7.50 per meal.

## **ARTICLE 19** **VACATION PAY**

### **SECTION 1:**

New employees with less than one (1) year seniority shall be entitled to vacation prorated on the basis of seniority date. For each quarter or partial quarter employed, these

employees will receive 25% (twenty five percent) of the fifteen (15) working days vacation to be applied to the following calendar year.

All employees who have worked a minimum of 500 hours per year will be granted vacations with pay as follows:

- A. One (1) but less than five (5) years seniority receive fifteen (15) working days.
- B. Five (5) but less than ten (10) years seniority receive twenty (20) working days.
- C. Ten (10) but less than fifteen (15) years seniority receive twenty-five (25) working days.
- D. Upon completion of fifteen (15) years seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter.
- E. Holidays falling on work days during approved vacation periods will not be used to compute number of days of vacation used.

#### SECTION 2:

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

#### SECTION 3:

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

#### SECTION 4:

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

#### SECTION 5:

The maximum amount of vacation time which may carry forward from one calendar year to

the next will be fifteen (15) days. Any employee having vacation days in excess of fifteen (15) at year end shall receive a cash payment for said days at the hourly rate in effect at that time. The cash payment will be no later than the second pay period of February of the following year.

**SECTION 6:**

In instances of retirement or termination, vacation benefits shall be prorated on the basis of the number of full months worked during the year of termination or retirement and shall be paid as part of the employee's final payout.

**ARTICLE 20  
REPORTING IN PAY**

**SECTION 1:**

An employee who reports to work for his or her regular scheduled shift shall receive eight (8) hours straight time pay if s/he is sent home because no work is available.

**SECTION 2:**

An employee who is scheduled to work overtime and no work is available shall be paid a minimum of four (4) hours overtime.

**SECTION 3:**

Clerical employees attending commission meetings or other evening, weekend, or holiday meetings will receive four (4) hours straight time pay or time and one half, whichever is greater.

**ARTICLE 21  
CALL TIME**

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

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

**ARTICLE 22**  
**SAFETY COMMITTEE**

**SECTION 1:**

There shall be a City Safety Committee composed of three (3) representatives of the Union, two (2) from Local 1128 and one (1) from Local 1917, representatives of the Fire and Police Departments, the Director of Human Resources, Director of Parks and Recreation, and Director of Department of Public Works. The Chairman shall be elected by the Committee.

**SECTION 2:**

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

**SECTION 3:**

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

**SECTION 4:**

The Safety Committee shall meet the first Wednesday of each month at 2:00 p.m. No employee shall lose time or pay for attending said meeting.

**ARTICLE 23**  
**LIFE INSURANCE, ACCIDENTAL DEATH, AND DISABILITY BENEFITS**

**SECTION 1:**

The City agrees to pay the full premium on a life insurance plan of \$50,000 for each employee with an additional \$20,000 for accidental death.

**SECTION 2:**

The City agrees to provide to the retiree, at the time of retirement, a paid up life insurance policy in the amount of \$20,000.

**SECTION 3:**

The City agrees to provide a weekly benefit of 70% of the employee's base pay for a period of 72 weeks for disability due to sickness, accident or injury not covered by Workers' Compensation. Said benefit shall not be paid out prior to the 43rd calendar day following

disability not to exceed 72 weeks of benefit. The City reserves the right to verify disabilities through its third party administrator.

**ARTICLE 24**  
**OVERTIME PAY**

SECTION 1:

Time and one-half will be paid for time worked over eight (8) hours per day.

SECTION 2:

Time and one-half will be paid for time worked over forty (40) hours per week.

SECTION 3:

Time and one-half will be paid for time worked before or after any scheduled work shift.

SECTION 4:

Time and one-half will be paid for all work on Saturday.

SECTION 5:

Double time will be paid for all work on Sunday.

SECTION 6:

In scheduled seven-day operations, overtime shall be paid at the rate of time and one-half for all hours worked after eight (8) hours in any one day and all hours worked on the sixth consecutive day of any work week. Overtime shall be paid at the rate of double time for the seventh consecutive day of work in any work week.

**ARTICLE 25**  
**INJURIES COVERED BY WORKERS' COMPENSATION**

SECTION 1:

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

SECTION 2:

Employees injured on the job shall receive their pay adjusted as outlined in Article 25 Section 1 without deducting days from their sick leave or vacation leave commencing with the first day of injury.

**SECTION 3:**

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

**SECTION 4:**

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

**ARTICLE 26**  
**INSURANCES**

**SECTION 1: Health Insurance Co-payments and Exemptions**

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

	<u>July 1, 2006</u>	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
One Person -	\$10.00	\$10.00	\$10.70	\$11.40
Two Person -	\$20.00	\$20.00	\$21.40	\$22.90
Family -	\$25.00	\$25.00	\$26.75	\$28.60

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

Employees who are not covered by the City's insurance shall not be required to pay the co-payment for medical premiums.

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

Employees who elect not to be covered under the City's health insurance program shall be exempted from the co-payment for medical premiums. This exemption shall be in addition



to the "payment in lieu of health insurance" provision of the Contract. The employee who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated. The co-payment for medical premiums will begin immediately upon the reinstatement of the employee's medical insurance.

The medical premium co-payment required herein is intended to extend to active employees only, and retirees shall not pay medical premium co-payment on health insurance, either now or in the future.

## SECTION 2: Medical-Hospitalization

- A. For employees hired before July 1, 2004, the City will provide Blue Cross Blue Shield Community Blue PPO Option 1 Basic Plan with the Mental Health 20% Rider, the PCM \$500.00 Rider, the \$10.00 Office Visit Rider, the \$10.00 CBC MT (Chiropractic) Rider, and a \$10.00 generic and \$20.00 brand name prescription drug card. Effective July 1, 2008 the Office Visit Rider and Chiropractic co-pay shall increase to \$20.00. The employee will have the option of enrolling in the Health Alliance Plan (with \$10.00/20.00 prescription drug co-pay rider) in lieu of Blue Cross/Blue Shield. Employees hired on or after July 1, 2004 shall have the option of Health Alliance Plan or Blue Cross Blue Shield Community Blue PPO Option 1 Basic Plan ( with \$10.00/20.00 prescription drug co-pay card) provided the employee pay the cost differential between Health Alliance Plan rate and the Community Blue PPO rate in addition to any other premium co-pays. All employees shall be obligated to use generic drugs over brand names unless the physician directs the prescription to be "Dispensed as Written". Maintenance drugs will be available through Mail Order with a 2x co-pay. The City will also pay the full cost of the optical and dental plan. The above plans will cover the employee, his/her spouse and their natural and legally adopted children. Coverage for dependent children will terminate at the end of the year in which they reach their 19th birthday. Full time college students will be covered through the end of the year in which they reach their 24th birthday.

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

- B. A choice of Master Medical, Blue Cross Blue Shield PPO or Health Alliance Plan coverage shall extend to all retired employees with a retirement date on or before November 21, 2006, and, who are drawing a pension and their immediate families subject to Section 5 of this Article. Retirees and their immediate families with a retirement date on or after November 22, 2006 shall receive the same level of medical health benefits in effect at the date of their retirement.

C. For those retirees with a retirement date on or before November 21, 2006 the City agrees to continue to furnish the "Master Plan Coverage", or the equivalent thereof, to the unremarried spouses of deceased retirees, and any minor children thereof under 18 years of age. For retirees with a retirement date on or after November 22, 2006, the City agrees to furnish unremarried spouses and minor children under the age of 18 of deceased retirees the same level of medical health benefits in effect at the time of retirement.

D. Dental insurance coverage shall extend to all employees and retirees who begin drawing a pension on or after July 1, 1999 and their immediate families. Dental insurance will be Delta Dental Class I, II and III. Class I, preventive and diagnostic services and emergency palliative treatment and radiographs - 100%, the balance of Class I benefits - 70%; Class II, prosthodontics - 70%. The maximum combined coverage for Class I and Class II benefits shall be \$1,000 per person per year. Class III, orthodontics - 50% with a \$3,000 lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.

E. The optical plan will be SVS Vision Plan A 12/12/12.

At the employee's written request, the employee may elect to receive reimbursement in lieu of SVS Vision Plan A in an amount not to exceed \$300 once every two (2) years for optical services (glasses, eye examination, contacts, etc.) upon receipt by the City of proof of payment. Said reimbursement shall be the City's maximum exposure per family per two year period.

Employees shall make their selection upon entry into this Local. Said selection shall remain in effect for the duration of this contract.

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

Single Person Policy = \$150  
Two Person Policy = \$300  
Family Policy = \$400

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

- G. If an active employee or retiree's spouse is employed by the City or retired from the City only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse.
- H. Retirees shall retain medical benefits in effect on the date their retirement is effective.

### SECTION 3: Drug and Alcohol Abuse Program

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

### SECTION 4: Dual Coverage

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

### SECTION 5: Change in Insurance Carriers

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

### SECTION 6: Retiree Participation

The optical rider, and the drug and alcohol abuse program (or rider) herein provided for shall not be applicable to retirees.

### SECTION 7: Retiree Drug Plan

Retirees will be covered by the hospital-surgical-prescription drug plan following retirement until death with right of survivors as enumerated herein.

### SECTION 8: Retiree Outside Employment

If the retiree shall become employed elsewhere and is provided medical-hospitalization

insurance for himself and his immediate family, the new insurance provider shall be the primary provider and the City shall be the secondary provider. Said re-employed retiree shall be allowed to re-enroll in the City's insurance plan for himself and his immediate family, in the event said retiree should become unemployed or ineligible for insurance coverage through the outside employer.

#### SECTION 9: Medicare Part A and Part B Programs

When said retiree shall become eligible for Medicare, said member shall enroll in the Medicare Part A and Part B programs which shall be the primary provider. The City shall provide the retiree and his immediate family with Complementary Coverage equivalent to that described in Section 2(B) at no additional cost to the retiree, upon enrollment in Medicare. Medicare Part B shall be reimbursed by the Pension Plan with the monthly pension distribution provided an annual actuarial report from Allmerica Financial, a/k/a State Mutual Life Assurance Company and/or an independent actuary indicates there is a surplus of funds available to pay this expense. If there is not a surplus of funds to pay this expense, the City will assume the cost. In the event changes in the laws regulating Medicare result in a charge for Part A, the City will reimburse the retiree the amount charged for Part A. In the event there are future changes to the Medicare System, Section 9 will be re-negotiated.

Immediate family for purposes of this contract shall include spouse and natural or legally adopted children until the end of the year in which they attain the age of 19 years except those covered in Article 26(2)(A) herein.

#### SECTION 10:

The City may elect to pay retiree health and dental insurance premiums from the pension fund provided an annual actuarial report from Allmerica Financial, aka State Mutual Life Assurance Company and/or an independent actuary indicates there is a surplus of funds of no less than one million dollars of assets in excess of pension obligations available to fund this expense. If there should be less than one million dollars of assets in excess of pension benefit obligations, the City shall resume payment of retiree's health and dental insurance premiums.

### **ARTICLE 27** **HOLIDAY PAY**

#### SECTION 1:

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

- 1) New Year's Day
- 2) Martin Luther King, Jr.'s Birthday (beginning the later of the dates that both Local 1917 and Local 1128 have ratified contracts containing the addition of

- this holiday)
- 3) Presidents' Day
  - 4) Good Friday
  - 5) Memorial Day
  - 6) July 4th
  - 7) Labor Day
  - 8) Veterans' Day
  - 9) Thanksgiving Day
  - 10) Friday after Thanksgiving Day
  - 11) Christmas Eve Day
  - 12) Christmas Day
  - 13) New Year's Eve Day
  - 14) Employee's Birthday (to be taken in the calendar week in which the birthday falls with 48 hours notice to the department head)
  - 15) Employee's City Anniversary (to be taken in the anniversary month with 24 hours notice to the department head with approval of the day selected)

**SECTION 2:**

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

**SECTION 3:**

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

**SECTION 4:**

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

**SECTION 5:**

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

**ARTICLE 28**  
**UNIFORMS AND PROTECTIVE CLOTHING**

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

**ARTICLE 29**  
**WEEKLY PAY PERIOD**

SECTION 1:

Paychecks shall be delivered every Thursday, no later than noon, to all department heads for immediate distribution to employees. In the event Thursday is a holiday, the preceding day shall be the payday. With reasonable notification to the Union, the City, at its sole discretion, has the right to change the payday from Thursday to whatever day of the week it deems feasible. Further, with reasonable notification to the Union, the City, at its sole discretion, has the right to change the payroll schedule from every week to either every other week or twice per month.

All employees shall convert to the City's direct deposit program. All monies paid to employees are subject to direct deposit.

SECTION 2:

Upon termination of employment, the City shall pay all money due the employee, except pension contributions, within 30 days of said termination. Pension contributions shall only be withdrawn after all grievance hearings, arbitration hearings, or court action relating to the termination are finalized.

**ARTICLE 30  
WORK RULES**

**SECTION 1:**

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

**SECTION 2:**

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

**ARTICLE 31  
MANAGEMENT RIGHTS**

The City retains the right to hire, fire, promote, discipline, assign duties, approve budgets and other rights granted the City by State, Federal, and Local Legislation, subject only to special limitations agreed upon in the Contract.

**ARTICLE 32  
UNION ACTIVITIES ON CITY TIME**

**SECTION 1:**

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

- A. Post Union notices authorized by the local union or its officers.
- B. A duly elected or appointed officer or steward of Local 1917 shall have the right to visit any work site during working hours to interview Local members regarding specific work related disputes and/or grievances under conditions described in Article 8 Section 2 of this Contract.

**ARTICLE 33  
PLEDGE AGAINST DISCRIMINATION AND COERCION**

**SECTION 1:**

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

ethnic background.

**ARTICLE 34**  
**CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK**

The City agrees not to contract or subcontract any Local 1917 bargaining unit work unless by mutual agreement. Past practice shall continue in the following areas: tree trimming, commercial containers, Building Department, cement work, lawn restoration, lawn spraying, repair and replacement of glass, locksmith work, electrical repairs, plumbing and heating repairs, repair of gas pumps, and acid cleaning and draining of City pools. The City shall have the right to contract janitorial services and commercial, apartment, and residential rubbish pick-up.

If mutual agreement cannot be reached between the parties, the second step of the grievance procedure may be followed.

**ARTICLE 35**  
**WORK STOPPAGE - LOCK OUT**

The Union agrees there will be no strike, work stoppage or slowdown for the duration of this Agreement. The City agrees that it will make no attempt to implement a lock-out against the employees for the duration of the Agreement.

**ARTICLE 36**  
**BARGAINING COMMITTEE**

The bargaining committees for both the Union and Employer shall be limited to three (3) members per each committee.

The Union's committee shall consist of two (2) persons who are members of Local 1917 and full time bargaining unit employees and a Union Council or International Representative for a total of three (3) members.

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

The employer agrees to release the two bargaining unit employees for the purpose of collective bargaining without the loss of wages or benefits. Negotiations shall take place during the day shift. By mutual agreement the parties can meet at times other than the day shift.

The ground rules established and agreed upon by both parties for the purpose of negotiations may amend this Article.



**ARTICLE 37**  
**PENSION**

The City guarantees the benefits enumerated in the Pension Plan/Contract GA9004 as amended by the full faith and credit of its' taxing and borrowing authority. Allmerica Financial, a/k/a State Mutual Life Assurance Company or another state certified insurance company will administer the pension fund which shall be used exclusively for the payment of pension benefits except as provided in Article 26, Section 8 and 9. The City may not use the pension fund monies for any other purpose. Any future changes in the Pension Plan shall require union membership ratification.

The parties mutually agree to continue the Pension Committee consisting of members from the City and members from the Unions.

The Pension Plan is an Immediate Participation Guarantee Type Fund. Pension benefits are paid directly from the Fund.

The Pension Plan text has been re-written by an actuary to include all past amendments. The revised document will be reviewed with the 1917 committee to insure accuracy and simplicity of language. Copies of the current revised plan text will be supplied to each employee. The contract between the City and the insurance company shall be supplied to the Union.

An annual actuarial report will be provided to Local 1917 within one month of receiving it from the actuary.

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

The City will fund the Pension Plan in accordance with the recommendations of a professional actuary. Information supplied to the actuary by the City will be supplied to the Union if requested.

Employees who participated in the former classified plan will have the option of electing to be covered by either plan.

Any changes reflected in this document will only apply to employees who retire after City Council approval of this agreement. Employees who are already receiving pension benefits or whose employment has been terminated are specifically excluded from these changes.

Employees may purchase military time up to two (2) full years at a cost to be actuarially determined.

Employee Pick-Up Contributions. There is hereby created an employer "pick-up" program

whereby the mandatory employee contributions to the Retirement System shall be paid by the City in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.

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

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

BRIEF SUMMARY OF BENEFIT PROVISIONS APPLICABLE TO  
LOCAL 1917  
(For Members Hired Before 8/4/88)

Normal Retirement

Eligibility - Earlier of: (a) Age 55 with 8 or more years of service and (b) 25 years of service.

Annual Amount - In accordance with the following:

<u>Years of Service</u>	<u>Annual Benefit as a % of Final Average Earnings</u>
8 or more	55.00%

Type of Final Average Earnings - Average of best 5 years prior to retirement date.

Early Retirement

Eligibility - Earlier of: (a) Age 48 with 8 or more years of service and (b) 18 years of service.

Annual Amount - Computed as a normal retirement benefit but actuarially reduced to reflect retirement prior to normal retirement date and based on average earnings

at early retirement date.

#### Late Retirement

Eligibility - Any age after normal retirement date.

Annual Amount - Computed as a normal retirement benefit but actuarially increased to reflect late retirement, and based on average earnings at late retirement date.

#### Deferred (Vested) Retirement

Eligibility - 8 or more years of service. Benefit commences at age 55.

Annual amount - Computed as a normal retirement benefit based on service and final average earnings at time of termination of employment.

#### Death Before Retirement Benefits

Eligibility - Death while actively employed after 8 or more years of service. Payable to the employee's spouse for life.

Annual Amount - Equal to 50% of the retirement benefit the employee could have received if eligible for retirement at date of death. If the employee is not eligible to retire at date of death, the benefit begins at earliest date the employee could have retired if he had survived. If the employee is not married at date of death, or has less than the required years of service, the employee's named beneficiary will receive a refund of employee's contributions with interest.

Death After Retirement - In accordance with optional form of benefit elected by employee, if any.

#### Disability Retirement

Eligibility - No age or service requirement, but must be eligible to receive Social Security Disability Benefits.

Annual Amount - 66 2/3% of earnings with a maximum benefit of \$1,500/month. The benefit is recalculated at normal retirement based on normal retirement benefit formula.

Member Contributions - 5% of compensation

Interest rate on employee contribution shall be 5%

An employee or surviving spouse may request a return of all of the employee's contribution with an actuarial reduction in the pension benefit per the attached Table 1-A. This option is available at time of termination, or at the time retirement benefits become payable.

Employees who terminate and later return to employment with the City will have their prior service reinstated according to the principle of "Bridging." After the employee has worked an amount of time equal to the employment gap he will receive credit for past service. Any

employee who withdrew his contributions from the fund will be required to pay in 5% of his last year's FAC for each full year of service credit reinstated and a pro rated amount for any partial years or receive an actuarially reduced pension.

**BRIEF SUMMARY OF BENEFIT PROVISIONS APPLICABLE TO  
LOCAL 1917 AFSCME  
(For Members Hired on or After 8/4/88)**

**Normal Retirement**

Eligibility - Age 55 with 10 or more years of service

Annual Amount - 2% of Final Average Earnings per year of service to a maximum of 25 years of service.

Type of Final Average Earnings - Average of best 5 consecutive years prior to retirement date, excluding vacation, sick leave and other banks.

**Early Retirement**

Eligibility - Age 50 with 10 or more years of service.

Annual Amount - Computed as a normal retirement benefit but actuarially reduced to reflect retirement prior to normal retirement date and based on average earnings at early retirement date.

**Late Retirement**

Eligibility - Any age after normal retirement date.

Annual Amount - Computed as a normal retirement benefit but based on average earnings and service at late retirement date.

**Deferred (Vested) Retirement**

Eligibility - 10 or more years of service. Benefit commences at age 55.

Annual Amount - Computed as a normal retirement benefit but based on service and final average earnings at time of termination of employment.

**Death Before Retirement Benefits**

Eligibility - Death while actively employed after 10 or more years of service. Payable to the employee's spouse for life.

Annual Amount - Equal to 50% of the retirement benefit the employee could have received if eligible for retirement at date of death. If the employee is not eligible to retire at date of death, the benefit begins at earliest date the employee could have

retired if he had survived. If the employee is not married at date of death, or has less than the required years of service, the employee's named beneficiary will receive a refund of employee's contributions.

Death After Retirement - In accordance with optional form of benefit elected by employee, if any.

#### Disability Retirement

Eligibility - 10 years of service Credited in Plan.

Annual Amount - 2% of average earnings per year of service.

Member Contributions - 5% of paid wages excluding cash payouts for vacation banks, sick leave banks and all other banks.

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

The City agrees that the conditioned pension enhancements described in paragraphs 1 and 2 below shall extend to Local 1917 employees hired after August 4, 1988 who are eligible to participate in the General Employees' Retirement System.

- 1) The pension multiplier will increase from 2% to 2.2% as of the first annual pension valuation date on which the General Employees' Retirement System ("Pension Plan") actuary, currently Gabriel, Roeder, Smith, determines that the Pension Plan would be fully (100%) funded if the Pension Plan's current liability as of that valuation date was calculated using the 2.2% multiplier.
- 2) The age and service requirements for benefits under the pension plan will be changed from 55 years of age and 25 years of service to 50 years of age and 25 years of service as of the first annual pension valuation date on which, the Pension Plan's actuary, currently Gabriel Roeder, Smith, determines that the Pension Plan would be fully (100%) funded if the Pension Plan's current liability as of that valuation date was calculated using the 50 years of age and 25 years of service requirements.

The parties recognize that the conditions described in paragraphs 1 and 2 above may occur separately or simultaneously, and upon the conditions of either paragraph 1 or 2 being met, the pension enhancement described therein shall become permanently effective for all active and future members of Local 1917 who are eligible to participate in the General Employees' Retirement System at the time that such enhancement becomes effective.

In the event that the City negotiates pension enhancement commitments with any other bargaining unit, the bargaining unit that first ratifies a contract containing the commitments shall be the first to receive the pension enhancements contained therein.

## DEFINED CONTRIBUTION PENSION PLAN

Employees hired after the later of the dates that both Local 1917 and Local 1128 have ratified contracts containing benefits for new employees under the City's Defined Contribution Pension Plan shall not be eligible to participate in the General Employees' Retirement System. Said employees shall be eligible to participate in the City's Defined Contribution Pension Plan, with a five (5) year vesting term. Employees may make a maximum four (4%) percent pre-tax contribution. The employee will receive an employer match of one hundred (100%) percent of the employee's contribution (pre-tax or after tax) up to four (4%) percent of the employee's wages subject to the vesting requirements set forth by the Plan.

Employees participating in the City's Defined Contribution Plan shall be eligible for medical benefits in retirement upon completing 15 years of active service and attaining the age of 55

## **ARTICLE 38** **CLASSIFICATION WAGE RATES**

The Mayor will have the unlimited right to place newly appointed or promoted employees at any position within the following salary range. In addition, the Mayor will have the unlimited right to advance the employee in the salary range at any time and by any amount up to the maximum salary range.

Salary Range: \$39,322.08 - \$54,404.26

All Foremen  
All General Foremen  
Executive & Confidential Secretaries  
Supervisors  
Deputy Clerk and Deputy Treasurer

All 1917 wage rates shall be adjusted as follows:

Upon ratification all current members of the bargaining unit shall receive a one time \$200.00 signing bonus.

Effective 07/01/06 to 06/30/07 No salary increase or a "me too" whereby, should any bargaining unit in the City receive an across the board increase in pay through a new collective bargaining agreement negotiated and agreed to after June 30, 2006, the same increase will be provided to Local 1917. This provision shall not apply to pay increases awarded through Act 312.

- Effective 07/01/07 to 06/30/08 A one percent (1%) across the board increase or "me too" whichever is greater, excluding Act 312 pay increases.
- Effective 07/01/08 to 06/30/09 A one percent (1%) across the board increase or "me too" whichever is greater, excluding Act 312 pay increases.
- Effective 07/01/09 to 06/30/10 A one percent (1%) across the board increase or "me too" whichever is greater, excluding Act 312 increases.

## SECTION 2:

Certified operators of Water Transmission and Distribution Systems in Local 1917 on July 1 of each year shall receive a bonus the first pay day in July as follows:

1. S4 Certification - \$ 515.00
2. S3 Certification - \$ 765.00
3. S2 Certification - \$1,065.00
4. S1 Certification - \$1,900.00

Bonus will be paid based upon the highest certification level attained.

## **ARTICLE 39** **JOB CLASSIFICATION**

- A. Job descriptions will be developed by the parties commencing thirty (30) days following implementation of the contract. The bargaining committees will have sixty (60) days to complete the duty descriptions for the agreed on titles from the above dates.
- B. Where the bargaining committees have made an error in the placement of employees in the various ranges due to current wages or assignments, this may be subject to the grievance procedure.

## **ARTICLE 40** **COPIES OF THE AGREEMENT**

The employer agrees to supply the Union with enough copies for the membership and officers as per the request of the Union.

Said contract shall be reproduced by a union shop or AFSCME and shall include the complete agreement with all insurance programs, pension, and classifications.

No part of this Agreement, including insurance programs, pension, classifications, and wage rates, can be changed without the mutual agreement of the Employer and the Union.

#### **ARTICLE 41** **EDUCATIONAL BENEFITS**

Effective 07/01/06 the City will reimburse tuition up to \$2,200.00 per person, per year, and the cost of required books upon receipt of a transcript which indicates grades of "C" or better for any class attended which is job related. Availability of funds shall be a factor in approval of educational requests. Approval by the Human Resources Director must be obtained prior to the beginning of any educational program.

The parties agree that City contribution for required books will be confined to \$300.00 and books in excess of the amount will be prorated twenty-percent (20%) by the employee and eighty-percent (80%) by the City.

Any employee who leaves the employment of the City of Taylor within one (1) year from completion of a reimbursed education program shall refund the cost of same to the City.

A yearly bonus shall be paid as an incentive to achieve higher education according to the following schedule:

Associates Degree	\$100.00
Bachelor Degree	\$200.00

#### **ARTICLE 42** **CITY FACILITIES**

Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members and their immediate families of Local 1917. Participation in limited attendance activities shall be restricted to non-peak hours. Said membership shall end upon the termination of the member's employment with the City.

Any discounts for greens fees at the City golf courses afforded to any other bargaining unit shall be granted at that time to members of Local 1917.

Active employed members and their immediate household family members may have open skating privileges at the City's Sportsplex, limited to space availability as determined by the City.



**ARTICLE 43**  
**DURATION OF AGREEMENT**

**SECTION 1:**

This Agreement shall be in effect July 1, 2006 through June 30, 2010.

**SECTION 2:**

The terms and conditions of this Agreement will be in full force and effective July 1, 2006 through June 30, 2010.

In witness whereof both parties have caused this instrument to be executed on October 11, 2004.

**DATES OF RATIFICATION**

City of Taylor: November 22, 2006

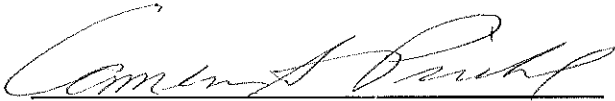
Local 1917, AFSCME: November 17, 2006

**EXHIBIT "A"**  
**TABLE 1-A - LOCAL 1917**

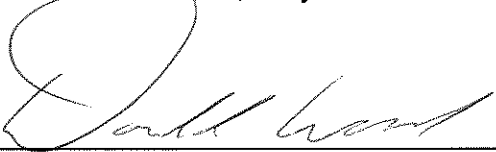
<u>Age Nearest Birthday, on Date of Determination</u>	<u>Monthly Benefit</u>
20	54.38
21	
22	
23	
24	
25	40.64
26	
27	
28	
29	
30	30.37
31	
32	
33	
34	
35	22.69
36	
37	
38	
39	
40	16.96
41	
42	
43	
44	
45	12.67
46	
47	
48	
49	
50	9.47
51	
52	
53	
54	
55	7.00

The foregoing Agreement has been duly ratified by the membership of A.F.S.C.M.E., Local 1917 and approved by the Taylor City Council.

FOR THE CITY:




Cameron G. Priebe, Mayor

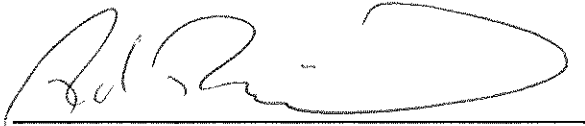


Donald Wood, Director Human Resources


FOR THE UNION:



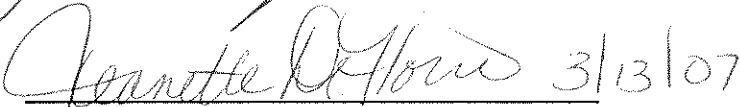
Gerald Holder, President



Ralph Richard, Bargaining Committee



Steve Svirff, Bargaining Committee



Jeanette DiFlorio, Staff Representative  
AFSCME Council 25