

City of Taylor and
Local 1128, AFSCME Michigan, AFL-CIO
January 1, 2024 through December 31, 2027
SIGNATURE COPY - November 22, 2024

AGREEMENT

between

THE CITY OF TAYLOR

and

LOCAL 1128, AFSCME MICHIGAN, OF THE
INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

January 1, 2024 through December 31, 2027

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AGREEMENT

THIS Agreement is entered into on this 19th day of November, 2024, between the City of Taylor (hereinafter referred to as the "Employer" or the "City") and Local 1128, AFSCME Michigan, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 - PREAMBLE

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 agree that the contract, policies, and practices of the Employer shall be applied equally and fairly to all employees of the bargaining unit; 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:

1.1 The City has the responsibility to provide the most efficient and economical service possible to its citizens. The City, the Union, and the employees recognize that the primary purpose of the City is to serve its citizens' needs, understand that the success of the City and the job security of the employees depends on the City's ability to serve its citizens' needs efficiently and satisfactorily, and agree to maintain conditions within the City that are conducive to the delivery of the highest level of service and the highest quality services to the City's citizens, except as provided for by this Agreement.

1.2 The purpose of this Agreement is to set forth the agreed-upon terms and conditions of employment.

ARTICLE 2 - RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining in accordance with Act 379 of the Michigan Public Acts of 1965 for the following unit:

2.2 All City Employees, excluding Firemen, Policemen, Elected and Appointed Officials, Confidential Employees, Seasonal, Food and Beverage Employees, Temporary Employees, except as otherwise addressed in this Agreement, Supervisors, as defined in the Act, and other Employees excluded within this Agreement.

ARTICLE 3 - CONFORMITY TO LAW

3.1 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 the 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 - PLEDGE AGAINST DISCRIMINATION AND COERCION

4.1 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 5 - UNION MEMBERSHIP

This Article shall conform to Federal and State legislation.

5.1 Orientation: The Union will have the right and opportunity to hold an orientation with all newly hired employees in the collective bargaining unit. This orientation session will be for the purpose of explaining the new employee's contractual rights and introducing them to the Union. The orientation will be held within 30 calendar days of the employee's hire date; or at an agreed upon time between the Employer and the Union. The orientation will be during working hours at a time agreed by the employee's immediate supervisor, not to exceed one hour in duration. The Union member and the new employee shall be afforded time during regular working hours, without loss of pay, for the opportunity to meet and hold such orientation.

5.2 Probationary Period:

- A. Full-time employees shall serve a probationary period of one (1) year from date of hire, during which time they will be termed probationary employees.
- B. Probationary Employees' service with the Employer may be terminated at any time by the Employer, in its sole discretion, and neither the employee so terminated or the Union shall have recourse to the grievance procedure over such termination.

- C. After completing ninety (90) working days, an employee shall be eligible for employee benefits, unless expressly provided otherwise in this Agreement (see Article 32,2).

5.3 Temporary Employees: The City may hire full or part time temporary employees up to a maximum of thirty (30%) percent of the 1128 membership. Temporary employees will be hired at a pay rate to be determined by the City, will not receive benefits provided for through this Agreement, and will be exempt from the provisions of this Labor Agreement. Temporary employees shall be assigned to do work routinely performed by entrance level positions, except in emergency situations.

5.4 Student Co-Op Employees shall work not more than five (5) hours per day, five (5) days per week, Monday through Friday, on days school is in session; and not more than eight (8) hours per day, five (5) days per week, Monday through Friday, on a holiday or during the summer between school years. They shall be certified from the school attended, and a copy of said certification shall be given to the Union within seven (7) calendar days from the date of hire. If a Student Co-Op Employee is continued in employment with the City for sixty (60) calendar days beyond the school year, said employee shall become a temporary employee as defined in Section 5.5. It is understood that the City shall employ not more than ten (10) Student Co-Op Employees at any one time, and not more than one (1) Student Co-Op Employee will be assigned to a given department.

5.5 Employees mentioned in Sections 5.3 & 5.4 shall be exempt from Section 5.1.

5.6 Entrance level positions in the non-clerical area shall be Laborer. Entrance level positions in the clerical area shall be Clerk.

ARTICLE 6 - UNION DUES AND AGENCY FEE DEDUCTIONS

6.1 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 AFSCME, Michigan Council Number 25 by the first of the following month after such deductions are made. A copy of said itemized statement shall be provided to the Local Union Treasurer. This authorization shall be available during the term of this Agreement.

6.2 The City shall, at the Union's request, establish a payroll deduction for the purpose of allowing Union Employees to make regular, voluntary, individual contributions to the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Organization. Employees requesting to have deductions from their wages must provide the City with a Written authorization. Said authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. Employees will be limited to one request for deductions per calendar year.

6.3 The City agrees to remit any deductions made pursuant to this provision promptly to the AFSCME, Michigan Council Number 25, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. A copy of said itemized statement shall be provided to the Local Union Treasurer.

ARTICLE 7 - UNION REPRESENTATION

7.1 Stewards:

- A. The employees may elect, from among the bargaining unit members on the City's seniority list, stewards and, only for when a steward is absent or is not available, alternate stewards. The Union shall determine the representation areas. There shall be six (6) stewards and six (6) alternate stewards. Notification of the representation areas, stewards, and alternate stewards shall be sent to the City before the steward or alternate steward is allowed to serve as a representative for the designated area. The steward and alternate steward shall be regular employees who work in the representation area.

7.2 After the Employer is notified, one (1) officer and/or steward of the Union shall be allowed to interview members of the Union or investigate grievances without loss of time or pay during normal working hours. The officer and/or steward must obtain permission from the Department Head prior to the interview. A second officer or steward may be approved by the Director or designee.

7.3 Grievances shall be investigated and processed immediately and without delay.

7.4 An officer or steward shall be afforded release time to attend live appeals at Council 25 without loss of pay.

7.5 Except as permitted by this Agreement, no employee shall stop working or leave the workstation without City permission. The City will not unreasonably deny permission, and a delay of permission will not extend beyond four hours from the time of the request or, if the request is made within four hours before the end of a shift, beyond the first two hours of the next regularly scheduled shift.

7.6 No chief steward, steward, or alternate steward will be entitled to super seniority, or to any other special privilege or treatment by virtue of his position as a chief steward, a steward or alternate steward.

ARTICLE 8 - UNION ACTIVITIES ON CITY TIME

8.1 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. Properly accredited representatives of the Union may visit the City's facility during any reasonable hours of employment for the purpose of interviewing Union members, investigating grievances, or assisting the City in the adjustment of grievances. Advance permission, if possible, for any visit must be obtained from the City's Human Resources Director or designee. The Union representative must notify the Human Resources Director or designee, upon arrival at the facility, and that any visit will not interfere with the orderly and efficient operation of the City. The request for advance permission shall include the name of the employee to be interviewed and the approximate time away from the job. The City shall not unreasonably withhold permission.

8.2 Union Conventions and Conferences: 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 to the immediate supervisor 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 three employee delegates will be considered. The City agrees that every other year, one (1) person will be given five (5) days off at his current straight time rate of pay to attend the International Union Convention.

ARTICLE 9 - BARGAINING COMMITTEE

9.1 The Bargaining Committees for both the Union and Employer shall be limited to four members per each committee.

9.2 The Union's committee shall consist of three (3) persons who are members of Local 1128, and a Union Council or International Representative, for a total of four (4) members.

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

9.4 The Employer agrees to release the three (3) 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 other times than the day shift.

ARTICLE 10 - WORK STOPPAGE/ LOCKOUT

10.1 The Union agrees there shall be no strike, work stoppage or slow down for the duration of this Agreement. The City agrees there shall be no lock out against the employees for the duration of this Agreement.

ARTICLE 11 - SPECIAL CONFERENCES

11.1 Special conferences will be arranged between the Local President and the Employer upon the written request of either party. Requests for special conferences shall be made at least 24 hours in advance, and the conference shall be held within ten (10) workdays after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees

representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

11.2 Members of the Union shall not lose time or pay for the time spent in such special conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council 25 or a representative of the International Union may attend the special conferences. Matters of a grievable nature, if not resolved in conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the conferees. Should the Local President be absent on approved leave, the local Vice President shall assume the responsibilities contained herein.

ARTICLE 12 - CONTRACTING AND SUBCONTRACTING OF PUBLICWORK

12.1 The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this agreement, consistent with the needs of the City. Therefore, in making these determinations the City intends always to keep the interest of the City's employees in mind.

12.2 The City has the right to contract or subcontract any public work to supplement City services. The City agrees not to contract or subcontract water main breaks or street plowing unless by mutual agreement.

ARTICLE 13 - FEDERAL OR STATE FUNDED PROGRAMS

13.1 ~~The City may participate in Federal or State funded programs for any positions~~ listed under Pay Range 1 of both clerical and non-clerical wage scales. Said positions shall not be subject to the provisions of Article 26.

13.2 If an employee is retained beyond the duration of the program's funding, said employee shall become eligible for and subject to all rights, duties and benefits of this Agreement.

13.3 No employee will be displaced from any position or work location. No employee will be denied the right to bid on any position prior to being offered to a non-bargaining unit employee or state or federal funded employee.

13.4 Overtime shall be offered to bargaining unit employees prior to allowing non-bargaining unit employees to same.

13.5 An individual shall not be allowed to continue in a state or federally funded program for more than twelve (12) months without written approval from the Union.

13.6 The intent of this Article *is* to permit the City to enter into future federal and state funded programs without further Union concurrence.

ARTICLE 14 - CITY COUNCIL MINUTES

14.1 The City Council shall notify the President and Secretary of the Union of all regular and special council meetings prior to such meetings.

14.2 Minutes of all City Council Meetings shall be made available to the President and Secretary of the Union as they appear in the files of the Council.

ARTICLE 15 - BULLETIN BOARDS

15.1 There will be no posting of any Union notices on the City's property. The City will make bulletin board space available in 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 materials of political nature.

ARTICLE 16 - WORK RULES

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

16.2 The Union will be given ten (10) workdays to review any new rules or altered rules, except safety rules, before the City implements them. The Union will be allowed to discuss any changes in the rules, except safety rules, with the Employer before any new, altered, or amended rules become effective.

16.3 Any new work rule or change in existing work rule, in conflict with the CBA shall be subject to the grievance and arbitration procedures.

ARTICLE 17 - MANAGEMENT RIGHTS

17.1 The City retains the right to hire, fire, promote, discipline, assign duties, approve budgets, and other rights granted to the City by State, Federal and local legislation, subject only to special limitations agreed to in the Agreement.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

18.1 Definition: "Disciplinary action", as used in this Agreement, means all kinds of corrective action, including oral reprimand, written reprimand, suspension, and discharge.

18.2 AU disciplinary action shall be taken on the basis of just cause and shall be implemented in a manner that will not unnecessarily embarrass or disgrace the employee; and any discussion related to such action shall not take place before the public or any other employee. Political activity by any employee shall not be the basis for disciplinary action unless such activity takes place during regular working hours. Employees will not be subject to discipline based on unsubstantiated citizens' complaints.

18.3 In all cases of discipline, except for discipline related to Section 18.8, A through C, the department head or their designee shall, within five (5) working days of having formal knowledge of an incident of misconduct, hold a meeting with the employee(s) involved and the employee(s)' Union representative to discuss the circumstances surrounding the alleged offense(s) prior to issuing formal corrective action.

18.4 Discipline involving the discharge of an employee shall be issued only by the Director of Human Resources.

18.5 The employee and 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 imposed. The employee will sign any disciplinary action as an acknowledgement that the employee received it, provided, however, that the acknowledgement will not constitute an admission of guilt.

- A. Formal corrective action, if necessary, will be issued no later than fifteen (15) working days after the City's formal knowledge of the incident precipitating said corrective action; except in the event of an ongoing investigation, in which case the City will provide the Union with regular updates every fifteen (15) days.
- B. In the case of suspensions, holidays shall not be counted or included in the penalty imposed.

18.6 All disciplinary action may be processed through the regular grievance procedure except suspensions, which shall be taken up at the second step of the grievance procedure and shall not be invoked until the Step 3 grievance hearing with the Human Resources Director has been held. In cases of terminal action, the grievance procedure shall be taken up at the third step.

18.7 Any sustained disciplinary action will remain on the record for a period of one (1) year.

18.8 Absence and Tardiness:

- A. First Offense: Upon accumulating a third unexcused occurrence (of either absence or tardiness, not a combination of the two) within a six (6) month period, an employee with a heretofore clean record shall be issued a First Written Warning.
- B. Second Offense: Upon accumulating two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any six (6) month period after issuance of the First Written Warning, but before the record is cleared, the employee shall be served with a Second Written Warning.
- C. Subsequent Offenses: Thereafter, upon accumulation of two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any six (6) month period of the last previous disciplinary measure, but before the record is cleared, the following sequence of time off without pay penalties shall be

imposed: a three-day DLO for the third offense and a five-day DLO for the fourth offense.

- D. Final Offense: Any employee who accumulates two unexcused occurrences (of either absence or tardiness, not a combination of the two) within any six(6) month period of receiving the fourth offense five-day DLO, but before the record is cleared, shall be discharged.
- E. Connection of Record: For each six (6) month period of attendance and promptness unmarred by any unexcused occurrences, the employee's record shall be rolled back one step.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEEDINGS

19.1 Any grievance or dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement will be initiated at the grievance procedure step at which the grievance or dispute occurs and settled in the following manner:

Step One: An employee who feels he or she has a grievance will discuss the matter with his or her immediate supervisor within five (5) working days of the knowledge of occurrence. The employee will have the designated Steward present.

Step Two: If the grievance is not settled at step one, it will be submitted in writing to the department head or delegate within five (5) working days of the discussion with the immediate supervisor. The grievance will be complete in detail. The department head will respond in writing within five (5) working days. The designated Steward will participate at this step.

Step Three: Grievances not settled at Step Two will be submitted to the Director of Human Resources within five (5) working days of the Step Two answer or within five (5) working days of the Step Two due date. The Director of Human Resources will respond in writing within fifteen (15) working days of the date of the third step if no hearing is held. If a hearing is scheduled, the Union may have the local president or delegate, a Union Steward, the grievant, and a representative of Council 25 in attendance. When more than one employee files a grievance on the same subject the Local president may select one grievant to attend the meeting.

Step Four: If the grievance is not settled at Step Three and the Union wishes to arbitrate the matter, the Union will, within forty-five (45) working days, submit a written notice of its intent to arbitrate the matter to the Director of Human Resources. A pre-arbitration meeting will be held if requested by either party.

19.2 The Employer will make every effort to respond in a timely fashion at each step of the grievance procedure. However, any grievance not answered within the prescribed time limit at any

step will be commensurate to a denial of the grievance. If this occurs, the grievance will automatically be positioned to the next step of the grievance procedure.

Any grievance not appealed from a decision of the City in one of the steps of the above procedure shall be considered withdrawn by the Union, without prejudice.

The time limits prescribed in the grievance procedure may be extended by the mutual consent of the parties.

19.3 Once submitted, the Council shall conduct their review. Upon acceptance the Council shall notify the Director of Human Resources as to who the selected arbitrator is from the following rotational list:

- a. Patrick A. McDonald
- b. Doyle O'Connor
- c. Joseph P. Girolamo
- d. Paul E. Glendon
- e. Mark J. Glazer
- f. Barry Goldman

The rotational list may be changed only by mutual agreement.

19.4 The arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator has no power to add to, subtract from, or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon the City, the Union and the grievant.

19.5 Expenses for the arbitration services and/or arbitration hearings shall be shared equally by both parties; however, each party shall be responsible for compensating its own representatives and witnesses, if not members of the bargaining unit. If either party desires a verbatim record of the proceedings, they may arrange for a court reporter and be responsible for the expense. If the other party wishes to have a copy of the transcript, it will be made available with the understanding that the other party will pay half the cost.

19.6 During the meetings on grievance matters, all steps up to and including arbitration shall be conducted during regular working hours without the loss of time or pay for all parties involved. Employees must obtain approval from their Department Head prior to said meetings. Such approval shall not be unreasonably withheld. Approval for arbitration hearings shall be granted provided the employer received timely notification.

19.7 The Local President will be allowed time off without loss of pay for arbitration appeals to Council 25 so long as a letter of verification identifying the grievance and listing the time and place of the appeals meeting is received by and approved by the City Human Resources Director

one (1) week in advance, signed by the Council 25 Arbitration Analyst. Such approval shall not be unreasonably withheld by the employer.

ARTICLE 20 - SENIORITY

20.1 Seniority shall be granted to all employees who have completed their probationary period, consisting of one (1) year from date of hire. Seniority starts from the first day of employment. Length of service will be computed in years, months, and days from the date of hire. For any employees hired after July 1, 2004, if the last date of hire of two or more employees is the same, the last number of the employee's social security number will determine who has the highest seniority, with "9" being the highest number, "8" the next highest number, and so on. All employees will be placed on one seniority list.

20.2 If a position is eliminated, or if an employee is bumped, the employee shall have the right to replace any employee with less seniority provided he has the ability to perform the job. In the event that the bumping employee leaves that position for whatever reason within a sixty (60) day period, the bumped employee will have a right to return to his/her formerly held position. If an employee is removed from the job, the matter may then be submitted at the second step of the grievance procedure.

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

- A. She/he quits.
- B. She/he is discharged and the discharge is sustained.
- C. She/he 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, stating that she/he has lost her/his seniority and her/his employment has been terminated.
- D. She/he does not return to work when recalled from layoff.
- E. Failure to return from sick leave or leave of absence.
- F. Misrepresenting the reason for a leave of absence.
- G. Settlement of a claim for permanent or total disability or approval for Social Security disability benefits.
- H. She/he retires.
- I. In the application of the provisions of this Section, due consideration will be given to extenuating circumstances.

20.4 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 (6) months.

20.5 Local 1917 members shall have the right to transfer back to the 1128 Unit by written request, subject to the provisions of Article 26.3.

20.6 Employees promoted to the Local 1917 Bargaining Unit shall, *if* demoted, return to whatever vacancy their seniority may entitle them.

20.7 Employees appointed to department head or management status, which is outside the Local 1917 Bargaining Unit, shall have their Local 1128 seniority frozen. If demoted, these employees shall return to whatever position their frozen 1128 seniority may entitle them.

ARTICLE 21 - LAYOFFS

21.1 Layoff and Recall Procedures: No bargaining unit employee who is actively employed as of November 1, 2014, may be laid off. Employees hired or recalled after November 1, 2014, may be laid off at the sole discretion of the City.

- A. Any lay off of employees will be conducted in order of inverse seniority, with the least senior employees laid off first.
- B. The City shall provide employees one week's notice prior to their date of layoff.
- C. In the recalling of employees, the senior employee shall be given first preference. An employee shall have the right to decline offered work which is not of a similar nature and still retain their place on the recall list. Clerical employees cannot be forced to return to non-clerical positions, and non-clerical employees cannot be forced to return to clerical positions. If an employee accepts a position, the employee shall be returned to the recall list if a lack of ability and/or qualifications are obvious. All employees shall receive notice of recall from the Mayor or his designee via telephone and by certified mail, return receipt requested, deliver to addressee only. Reporting time will commence from the date of delivery of the notice of recall. If an employee is so notified and fails to report within five (5) consecutive working days after receipt of the notice of recall, the employee shall lose his/her seniority standing; and the employee's employment shall terminate, provided, however, the Human Resources Director may grant an extension of this time. Recall lists must be kept for a period of twenty-four (24) months or the employee's seniority, whichever is greater.

21.2 Voluntary Layoffs: The City may post by work group for persons desiring a voluntary layoff. The City will determine the length of time needed and the division from which it is requesting volunteers and selections shall be made by seniority from within the work group. The senior employee volunteering for layoff will notify the Human Resources Director of the length

of time for which the employee is volunteering to be laid off. This Section shall not be considered in conflict with Section 21.1.

21.3 Continuation of Benefits During Layoff: City-paid insurance benefits will continue for a laid-off employee for the balance of the month in which the layoff occurred. A laid-off employee may then maintain his/her participation in the City's group health insurance programs by making the appropriate COBRA election and by paying the monthly premiums required.

ARTICLE 22 - WORK WEEK AND HOURS

22.1 Work Week and Hours:

- A. All work schedules shall be posted on the bulletin board of each department concerned. Except for emergency situations, the starting time of any shift shall not be changed without first a meeting and consultation with the Union at least five (5) working days in advance of the date in which the change is scheduled to take effect. This meeting shall include the Human Resources Director, the Union President or his designee, plus the Steward of the employees affected by the change.
- B. The regular work week begins on Monday at 12:01 a.m. and ends seven (7) days later at midnight on Sunday.
- C. The City will normally schedule an employee to work on five (5) consecutive days, Monday through Friday, except for those departments requiring a six (6) or seven (7) day operation. The regular workday for a full-time employee will normally consist of eight (8) consecutive hours in a twenty-four (24) hour period. The City has the right to schedule work in excess of the regular workday, the regular work week, or both. Employees will be guaranteed a forty (40) hour work week.
- D. Work Shift: All employees will be scheduled to work on a morning, afternoon, or midnight shift, with each shift having a regular starting and quitting time.
- E. Any new shift or shift change shall be posted according to the provisions of Article 26 of this Agreement. The notice shall include the duration of the shift or change, as can be reasonably determined. Any change of shift or schedule of workdays which differ from the original job posting shall be re-bid in accordance with Article 26.
- F. Flex Time: The City may establish flex time schedules for those positions it deems necessary and appropriate. The City shall notify the Union of such determination prior to the posting of said positions. Flex time schedules will typically be four (4) days at ten (10) hours per day. No employee shall be forced to work a flex schedule. Employees displaced by a flex schedule, which they refuse, may bump based upon seniority as provided elsewhere in this Agreement.

- G. Overtime shall be earned for hours worked beyond the ten (10) hours in a working day and/or any hours paid for in a forty (40) work week.
- H. Holidays and Jury Duty shall be paid for the ten (10) hour workday. For Vacation Time, Personal Time, Sick Time, and Bonus Time, ten (10) hours constitutes a full day, and said time shall also be accrued in ten (10) hour increments.

22.2 **Meal and Rest Periods:**

- A. All employees will receive a thirty (30) minute paid lunch period during their regular work schedule. In addition, they shall receive a fifteen (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. The paid lunch period and rest period(s) can be combined.
- B. All flex-tune employees shall receive a sixty (60) minute paid lunch period during their regular work schedule. In addition, they shall receive a fifteen (15) minute rest period during each one-half shift, paid by the City. An appropriate time and place shall be scheduled for such lunch and rest period.
- C. Employees who work beyond their regular shift shall receive a fifteen (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 (24) hour period shall receive a paid thirty (30) minute lunch period. They shall receive an additional thirty (30) minute paid lunch period for each additional four (4) hours thereafter. In addition, they shall receive the regular rest period that occurs during the overtime shift.

22.3 **Overtime:**

- A. The City has the right to schedule overtime based on its needs. No overtime will be worked without the prior specific approval of the City.
- B. An employee will receive overtime pay at the rate of time and one-half (1½) the employee's regular rate of straight time pay for any hours worked in excess of eight (8) hours in a day or forty (40) hours worked in a work week and for any time worked before or after any scheduled work shift.
- C. An employee will be paid at the rate of time and one-half (1½) the employee's regular straight-time rate of pay for all hours worked on the sixth day of a work week. For example, Monday is day 1 and Saturday is day 6 for a work week that starts on Monday.
- D. An employee will be paid at the rate of two(2) times the employee's regular straight-time rate of pay for all hours worked on the seventh day of a work week. For

example, Monday is day 1 and Sunday is day 7 for work week that starts on Monday.

- E. Extending work hours before or after the regularly scheduled starting or quitting time of a shift does not constitute a change in the regularly scheduled starting or quitting time of that shift.
- F. In scheduled seven (7) 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 day of the work week. Overtime shall be paid at the rate of double time for the seventh day of the work week.
- G. Overtime is time authorized and approved by an employee's department head and will be paid from the first minute of overtime. It is understood that employees are not authorized to start early or stay late beyond regular working hours without the express, prior permission of the department head.
- H. Non-Union employees as outlined in Article 5 shall not perform bargaining unit work on an overtime basis unless the permanent employee overtime list in the work group and all of the quarterly volunteer lists, with the exception of Parks', have been exhausted. For the distribution of overtime in the Parks Department, said non-Union employees will be permitted to work after the list of permanent employees in Parks is exhausted and before the employees on the quarterly volunteer list are requested to work.

22.4 Distribution of Non-Clerical Overtime:

A. The work groups are as follows:

- (1) Highway and Compost
- (2) Water and Sewer
- (3) Building and Grounds
- (4) Parks
- (5) Vehicle Maintenance
- (6) Animal Control

B. Distribution & Assignment of Overtime: Work Group

- (1) In the first instance for distributing overtime, the rotation shall be governed by highest seniority within the required classification, then proceeding down the work group list until initial rotation is completed.
- (2) After the first round of rotation, opportunity for overtime, as hereinafter directed, shall go first to the low person on the eligible overtime list within the required classification in the work group.

- (3) When overtime is distributed as in B(2) above, all work group employees with lower overtime standing than the employee who performs the work in the work group shall be charged for the hours worked, provided said employees have declined the opportunity to work.
- (4) Employees upgraded and so working at the end of a shift will be treated as in such higher classification for purposes of overtime assignment and pay until the start of the employee's next regularly scheduled shift. All overtime worked, regardless of the classification it is worked in, shall be charged to the employee.
- (5) All hours on the work group overtime list shall be reduced to zero at the end of each calendar quarter.

C. Distribution & Assignment of Overtime: Quarterly Volunteer List

- (1) A quarterly volunteer list shall be established for each work group and signed by all employees in any work group who desire available overtime out of their work group. Each list is to be posted and signed during the third week of December, March, June and September for utilization during the following calendar quarter. Each list shall be a master-list and assignments shall be made from it in the event that the work group where the work is to be performed is exhausted without obtaining the determined quota.
- (2) Assignments from the quarterly volunteer list shall be made in accordance with the rotation directed in item B(1) and B(2) above provided that the volunteer is qualified to perform the work to be done.
- (3) In the event that the quarterly volunteer overtime list is exhausted without filling the quota, the required number of employees shall be assigned from within the work group where the work must be done by inverse order of seniority. Whenever the quota cannot be so filled from within the work group, qualified employees from outside the work group may be assigned by reverse order of seniority.
- (4) When overtime is to be assigned from the quarterly volunteer lists, workgroup employees shall work until relieved when the substituting volunteer has a later quitting time than at the work group where the work is to be performed.

D. General Rules for Non-Clerical Overtime

- (1) Overtime will be paid at the higher rate between the affected employee's primary classification rate and the pay of the classification to which assigned.
- (2) On call-ins, no charge shall be made in instances where there is no answer on the employee's primary telephone number, residential or cell, which the employee is responsible for identifying to the City. On call-ins, charge shall be made in instances where the City leaves a message on the employee's answering machine or voicemail.
- (3) For purposes of overtime call-in, vacation time will be considered to be holidays, vacation, personal days, and bonus time off. For overtime call-in purposes, vacation time will end when the employee returns to work on his assigned shift. Employees on vacation will not be called for overtime except in emergencies. If an employee who is on vacation is called for an emergency and declines to come in, he will not be charged for an overtime opportunity.

22.5 Distribution of Clerical Overtime: Clerical overtime shall be distributed within the department in accordance with procedures set forth in 22.4(B) above, subject to ability to perform the desired work; provided however, that clerical employees shall be given the first opportunity to work overtime to perform their regular work responsibilities.

22.6 Report-In Pay and Call-Back Pay:

- A. Any employee who reports to work for his/her regular scheduled shift shall receive eight (8) hours of pay at the employee's regular straight-time rate of pay if he/she is sent home because no work is available.
- B. 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.
- C. Any employee who reports to work for scheduled overtime without receiving prior notice not to report will receive, if work is not available, four (4) hours overtime. An employee will be deemed to have received "prior notice" not to report to work for the purpose of this Section by either of the following:

- (1) Personal notification to the employee before the end of the employee's most recent shift; or
 - (2) A telephone call by the City, at least two (2) hours before the scheduled overtime, to the employee's most recent telephone number in the City's records with a message to the employee, the employee's spouse, or an adult who answers the telephone personally or to the employee's answering machine. An employee will be deemed to have been given prior notice if the employee failed to furnish the City with a telephone number at which the employee can be reached or if the employee's most recent telephone number in the City's records is not the employee's current telephone number.
- D. Clerical employees attending commission meetings or other evening, weekend, or holiday meetings will receive four (4) hours straight time pay or the overtime rate for the time worked, whichever is greater. Clerical employees shall only attend commission meetings if requested by management. Recorded minutes will be used whenever possible.
- E. For purposes of overtime call-in, vacation time will be considered to be holidays, vacation, personal days, and bonus time off. For overtime call-in purposes, vacation time will end when the employee returns to work on his assigned shift. Employees on vacation will not be called for overtime except in emergencies.

22.7 Pay for Meals:

- A. The City shall furnish compensation for a meal to any employee who works more than two (2) hours beyond the employee's regular shift quitting time or more than ten (10) consecutive hours within a twenty-four (24) hour period. The employee shall be furnished an additional meal compensation for each four (4) hours worked after the initial two (2) hours.
- B. Compensation for said meals shall be \$7.50 per meal, unless meals are provided by the City.

22.8 Premiums:

- A. Employees on the afternoon shift will receive a premium of thirty cents (\$.30) per hour.
- B. Employees on the midnight shift will receive a premium pay of forty cents (\$.40) per hour.
- C. Those employees assigned to a 7-day work schedule shall receive seventy cents (\$.70) per hour premium pay in addition to their hourly rate and other premiums

which apply. The employees shall work five (5) consecutive days and be off for two (2) consecutive days.

ARTICLE 23 - TIME CARDS AND PAYDAY

23.1 Timecards:

- A. An employee's timecard must accurately reflect the time that the employee actually worked. The City will not pay an employee for an early punch-in. For a late punch-in, the City will pay an employee only for the exact amount of time shown on his timecard, rounded to the nearest one-quarter of an hour.
- B. Timecards, if used, are to be left in the card racks except when being punched.
- C. An employee must personally register on the employer's timekeeping system when arriving at or leaving work.

23.2 Payday:

- A. The City will pay employees on a bi-weekly basis with every other Thursday being the designated payday.
- B. Upon termination of employment, the City shall pay all monies due to the employee, except pension contributions, within thirty (30) days following the termination of employment. Pension contributions shall only be withdrawn after all grievance hearings, arbitration hearings, or court action relating to the termination, are finalized.
- C. Money due for regular work performed will be paid on the next calendar pay date. Other monies for previous, current, or future benefits will be paid within thirty (30) days.
- D. All employees shall participate in the City's direct deposit program. Payment for cash payouts of employee benefit banks, longevity and other annual bonuses will be made by direct deposit.

23.3 Paycheck Errors: An error in an employee's paycheck, resulting in an overpayment or underpayment to the employee, will be corrected consistent with the Michigan Public Act 390 of 1978, as amended, Payment of Wages and Fling Benefits.

23.4 Benefit Bank Reconciliation: The City will perform an annual reconciliation of employees' banks (i.e., sick bank, vacation bank, bonus bank and vacation monies bank) and provide a statement of said reconciliation to each employee no later than May 1st for the previous year ending December 31st. Employees shall have until October 31st (i.e., six months) to challenge

or dispute the City's reconciliation, after which time it is mutually agreed that the reconciliation will be considered final.

ARTICLE 24 - CLASSIFICATION PLAN

24.1 When a new job is placed in the bargaining unit and cannot be placed in an existing classification, the City will notify the Union, prior to creating a new classification and wage structure, of its intent to do so and will arrange sufficient time for adequate review. In the event the Union does not agree, it may be submitted as a grievance at Step 3 per Article 19 of the grievance and arbitration procedure.

24.2 Work Priorities:

- A. In filling of day-to-day absences and for vacation relief, the employees will be drawn on the basis of seniority and classification, first from within the work group, then the department, then from other departments within the City. Second and third shift employees and the building inspectors are excluded from this provision.
- B. On day-to-day absences and for vacation relief in the Dog Warden's position, management will determine who is to be assigned from the eligibility list. The eligibility list will be established by a city-wide posting and renewed semi-annually. Where a senior employee is bypassed on the assignment, they will be provided the reason.
- C. In cases of prolonged vacancies due to approved leaves in upgraded positions, the City will fill the vacancy by upgrading within the work group first, secondly within the department, and then within other departments on the basis of the senior qualified employee. If no employees are available to move to the temporary assignment on an upgraded basis, then no employee will take a cut in pay if they move to the lower paying position.
- D. The Union recognizes its responsibility to provide coverage in all needed services, and the City accepts its responsibility to assure opportunity and fair treatment of its employees.
- E. Employees temporarily upgraded to higher rated jobs will have related benefits paid at their permanent rate of pay for six (6) months. Thereafter, wage related benefits will be paid at the rate of pay for the temporary job.
- F. Job Posting Process:
 - (l) The City has the right to post a position with two (2) days' notice to the Union.

- (2) Posting a position does not require approval from the Union. The Union may utilize the Grievance procedure should it disagree with the posting.
- (3) The position will be posted for three (3) business days (Monday through Friday).
- (4) The position will be awarded within five (5) business days (Monday through Friday) from the last date the position was posted.
- (5) The position bid will be effective no more than thirty (30) calendar days from the award date, unless an emergency arises that would be a detriment to a City department.
- (6) The City has sole discretion to not fill a position at any point during the posting process.

24.3 New Equipment: The City will provide training for the employees in the event new equipment becomes available.

24.4 The provisions of this Article are subject to the grievance procedure.

24.5 The City shall reimburse the cost of periodic renewal of CDL Licenses.

ARTICLE 25 - JOB CLASSIFICATION

25.1 The City will notify the Union, in writing, of any substantial changes in job assignments or duties and meet with the Union to discuss same.

ARTICLE 26 - PROMOTIONS AND TRANSFERS

26.1 All job vacancies shall be filled on the basis of seniority and ability.

26.2 The City agrees to notify the Union within fifteen (15) days of a job vacancy of its intent not to fill the position. In the event of a vacancy or a new job that the City intends to fill or create, the job will be posted on a bargaining unit wide basis for a period of three (3) working days by the Union Secretary, Chief Steward, stewards in Highway, Parks and Recreation, Vehicle Maintenance, Animal Shelter, City Hall, and Water Department, who will receive copies from the City's Human Resources Department. In the event of multiple vacancies within the same job classification, all vacancies will be posted simultaneously. All postings will include shift and hours of work and/or seasonal changes in shift and shall also have the current job description or examples of work, where appropriate, for the position attached to or incorporated into the posting. Selection will be based on seniority and ability from the signers of the posting. Persons on vacation shall have the right to file for vacancies or transfers posted during their vacation upon return to work. The ability requirement(s) for all vacant or new positions shall be job-related and shall be set forth in the posting where appropriate. Such filing shall take place within three (3) days after

to work with the first day of work counting as the first day for filing. No retroactive payments shall be made as a result of such filing. The eligibility lists established from these postings will remain in effect for a period of ninety (90) days.

26.3 No more than four (4) permanent lateral transfers or downgrades will be allowed within a one-year period of an employee's first transfer, downgrade, or decline of a transfer or downgrade. If a seniority employee declines a permanent opening when it is offered, such denial shall be considered one (1) of that employee's lateral transfers or downgrades for that one (1) year period.

26.4 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. The new job will be filled on the basis of city-wide posting by the most senior qualified employee.

26.5 Any employee who is promoted, laterally transferred, downgraded or bumped to a new assignment shall be given a trial period consisting of thirty (30) days actually worked in which to qualify for the new position. The City shall provide the necessary on-the-job training to assist the employee in qualifying for the job. After an employee works fifteen (15) days in the new position, the department head shall issue a written review of the employee's progress. However, the City shall have the right to disqualify an employee at any time during the thirty (30) day trial period when there is an obvious lack of ability for him or her to perform the job. During the trial period, the employee shall receive the rate of pay for the job which he or she is performing.

26.6 If an employee fails to qualify, he/she shall be returned to his/her former position no later than the next regular workday. An employee's disqualification will be subject to the grievance and arbitration procedure. An employee who is disqualified from a position under Section 26.5 shall continue to have the right to bid on or bump into other positions, and shall have the right to bid on or bump into future vacancies in the same position from which he/she was disqualified after a twelve month waiting period from the date of disqualification, provided the employee's supervisor and employee shall note the reason(s) for which the employee was disqualified.

26.8 Non-clerical entry level positions shall be filled by new hires.

26.9 Anyone bidding or bumping into a Mechanic Classification will be required to have state certification in engine repair (auto & truck), electrical systems (auto and truck), truck brake, engine tune-up, front end, and steering system.

26.10 Departmental Aides - Department Aides shall be assigned to select departments at the City's discretion.

26.11 The Department Head shall have the right, without regard to seniority, to select a qualified applicant from among the members of the bargaining unit who apply for the position after a notice has been posted by the Director of Human Resources. Interested clerical whose

positions are covered by the clerical wage scale have three working days from the date of the notice to call or to notify the Human Resources Department in writing, and the Human Resources Department shall create a list from the interested persons. (Said lists shall be good for ninety (90) days and may be re-noticed by the City if the ninety (90) day period has expired). To be eligible to apply for Departmental Aide positions, employees must have one hundred twenty (120) days seniority in Local 1128.

26.12 The aforementioned Departmental Aide positions shall be exempt from the bumping provisions of this Agreement. Departmental Aides serve at the will of the Department Head and may be removed from their position at any time, without cause, subject only to their right to bump in accordance with the provisions of this Agreement. In the event of a layoff, the aforementioned positions will be subject to layoff in accordance with Article 21. However, in the event that a Departmental Aide should select a voluntary layoff in accordance with Article 21.2, that position will be considered vacant, and the director shall be free to select another Departmental Aide from the list of interested persons, subject to the right to bump all but Departmental Aides after the voluntary layoff has expired. It is further provided further, that if one of the aforementioned Departmental Aides is laid off in accordance with Article 21, the Department Head shall have the right to appoint another Departmental Aide from the list kept by the Director of Human Resources, without regard to seniority.

26.13 Any ability requirement relating to training or certification, which the City offers to provide to any non-bargaining unit person (temporary), must also be offered on an equal basis to bargaining unit employees (e.g., if two (2) non-bargaining unit persons (temporary), then two (2) bargaining unit employees; if five (5) non-bargaining unit persons (temporary), then five (5) bargaining unit employees, etc.). If an excess number of bargaining unit employees express interest in the training or certification, the highest seniority employees shall receive the training or certification. Except in instances of involuntary downgrades or where circumstances beyond the employee's control cause the employee to desire a downgrade, the training or certification shall be offered only to those employees of a class equal to or lower than that for which said training or certification is offered. Notwithstanding training or certification offered by the City to non-bargaining unit persons (temporary), all bargaining unit positions shall be filled by first offering the position to the bargaining unit employees who have completed the required training or certification.

ARTICLE 27 - VEIDCLE MAINTENANCE

27.1 The City will furnish a complete set of quality, life-time, guaranteed hand tools to each mechanic. Thereafter, the mechanic will be responsible for his hand tools, and any tools lost or broken will be replaced by the mechanic.

ARTICLE 28 - HEALTH AND SAFETY

28.1 Assignments challenged on the basis of health and safety are subject to immediate review by the immediate supervisor and Union Steward if requested by the employee. Safety is a

paramount concern of the Employer and the employees, and we are not encouraging unsafe acts or use of unsafe equipment.

28.2 There shall be a City Safety Committee composed of two (2) representatives of the Union, representatives of the Fire and Police Departments, the Director of Human Resources, the Director of Parks and Recreation and the Director of the Department of Public Works. The Chairman shall be elected by the Committee.

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

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

28.5 The Safety Committee shall meet within five (5) days when requested by the Human Resources Director or by either Local 1128 representative referred to in Section 28.2 herein. No employee shall lose time or pay for attending said meeting.

ARTICLE 29 - UNIFORMS AND PROTECTIVE CLOTHING

29.1 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.

29.2 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. The annual (per fiscal year) per employee cost shall not exceed \$500.00 for clothing and/or boots.

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

ARTICLE 30 - INJURIES COVERED BY WORKERS' COMPENSATION

30.1 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 up to 90% of his regular weekly income based on a forty (40) hour work week for the first six (6) months and up to 80% thereafter during the time he is eligible for Workers' Compensation.

30.2 Employees injured on the job shall receive their full pay without deducting days from their sick leave or vacation leave, commencing with the first day of injury.

30.3 Supplemental benefits provided by the City in cases covered by Workers' Compensation extending beyond the seventh day will be continued for two (2) years or the years of seniority, whichever is greater.

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

30.5 The City shall provide light duty for employees returning to work from an on-the-job injury, provided the employee's physician and the City's physician mutually agree that said employee can return to full duties within thirty (30) calendar days. An employee on light duty shall be allowed to assist high seniority employees with their duties.

30.6 The City may assign employees who have permanent physical restrictions placed on them as a result of an on-the-job injury which prevents them from performing the duties of their permanent classification to a position which they can perform within their physical limitations. Such assignment shall not result in the displacement of a bargaining unit member. Such assignments may be used as additional positions, not to circumvent the bidding procedure, rather, assignments may include parts washer in Vehicle Maintenance, washing City vehicles, and overseeing dump site, etc.

It shall be mandatory for employees working under these circumstances to bid on and accept permanent job openings provided they have the seniority and ability to perform the work and the job is within their physical capabilities.

30.7 The City may, in its discretion, require a worker injured on the job who is receiving Social Security Disability, to apply to the General Employees' Retirement System for disability retirement. In the event that the disability should cease, the employee shall have the right to bid on vacant positions as they occur.

ARTICLE 31 - LEAVES OF ABSENCE

31.1 No employee shall be eligible for leave of absence until they have completed their probationary period as defined in Article 5.4. All requests for leave of absence must be presented in writing to the Director of Human Resources, with a copy to the immediate supervisor and shall include the following pertinent information: Purpose of leave, effective date, and duration. All leaves of absence must be approved by the Director of Human Resources. Should the Director of Human Resources fail to grant the leave within five (5) workdays, 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.

31.2 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 sickness and accident or worker's compensation benefits), except where otherwise agreed on. A member who is granted any leave of absence under this Article shall be required to use earned, unused sick and vacation monies, equal their base pay, from the start of the leave of absence until all sick and vacation monies are exhausted, except one thousand (\$1,000.00) dollars of sick or vacation.

31.3 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 20.2. An employee may return to work early from a leave of absence upon providing five (5) workdays' notice to the Director of Human Resources.

31.4 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.

31.5 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 sixty (60) days.

31.6 An employee who takes any leave of absence under this Article, other than a leave of absence covered under the Family Medical Leave Act, Jury Duty, or time off under Worker's Compensation, shall not be entitled to earn the one week bonus pay or leave described in Article 32.3 for the year in which the leave of absence occurs.

31.7 Leaves of Absence by Category

- A. Personal Leave: Leaves of absence for personal reasons for a period not to exceed thirty (30) days.
- B. Military Leave: 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.
- C. Family Medical Leave:
 - (1) When a member becomes pregnant, she shall, when requested by the City, 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 recommendations, providing the City has suitable work available.

A member who is an expectant mother will, upon written request, be granted an unpaid leave of absence not to exceed one (1) year, without loss of seniority.

- (3) Employees may apply for family medical leave per the provisions of the Family Medical Leave Act. Employees on a family medical 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.
 - (4) Employees may chose, or an employer may require, use of accrued paid leave while taking FMLA leave, with the exception of \$1,000.00 of sick or vacation time, per Section 31.2 above. The parties agree to abide by all provisions of the FMLA, including, but not limited to, the employer's right to seek an independent medical opinion.
 - (5) Upon returning to work, a member who is breastfeeding shall receive break time to breastfeed or express milk in accordance with the Patient Protection and Affordable Care Act, as amended, Section 7 of the Fair Labor Standard Act (FLSA). A member will communicate her anticipated needs to the Human Resources Department prior to the scheduled return-to-work date in an effort for the city to prepare a reasonable support space.
- D. Educational Leave: An employee, after one (1) year of service, shall become eligible for a leave of absence for educational purposes. Educational leaves will be for no more than one (1) year. Educational leaves may be renewed upon written application.
- E. Leave for Special Conferences, Seminars, etc.: 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.
- F. Leave for Estate Settlement: To settle an estate outside of the immediate residence of the employee not to exceed six (6) months.
- G. Sick Leave: Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for two (2) years.
- H. Jury Duty Leave: If called for jury duty, an employee shall be granted a leave of absence and be paid the difference between his jury 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 32 - PAID SICK TIME

32.1 Employees who have sick leave days accumulated shall not be disciplined for the proper use of sick leave.

32.2 Employees will earn twelve (12) sick days per year. Employees hired before April 8, 1998, will earn eighteen (18) sick days per year. Sick days may be carried over from year to year, but shall not be cashed out on any basis, except as otherwise provided for in this section. Sick days taken will be paid at the current rate of pay and deducted from the employee's credit balance. Employees shall be permitted to charge sick time in increments of one (1) hour. After 30 days on the job, probationary employees hired before July 1st of a given year shall earn five (5) sick days. After 30 days on the job, probationary employees hired after July 1st of a given year shall earn three (3) sick days. Such sick time pay may also be used as personal time in accordance with Article 32.7 and only for the first year of employment.

32.3 If an employee is absent no more than five (5) days due to illness in a calendar year, he/she shall receive an additional one (1) week's pay as a bonus or one (1) 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. An employee who is granted any leave of absence under Article 31, other than a leave of absence covered under the Family Medical Leave Act, Jury Duty, or time off under Worker's Compensation, shall not be entitled to earn the one week bonus as described in this Section for the year in which the leave of absence occurs.

32.4 Within thirty (30) days of a members separation or retirement, a maximum of fifty (50%) percent of all unused sick time accrued after December 31, 2014 shall be paid to the separating member.

In the year of the member's separation, members shall receive a partial sick payout prorated on a monthly basis for final year. If a member receives five (5) days' pay within the month of termination he/she shall be entitled to that month's prorated sick pay.

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

32.6 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/her 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 this Agreement.

32.7 Employees who work a minimum of eight hundred (800) hours within a calendar year will be allowed five (5) days personal leave per year provided they have a sufficient account balance to cover the leave time requested. These days will be deducted from ~~the~~ account balance

at the employee's current wage rate. Personal time shall be charged in increments of one (1) hour. The employee must request in writing from his department head or supervisor twenty-four (24) hours in advance of the day requested whenever possible. 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 32.3. The City will provide proper forms for these requests. Personal leave days will not be taken the day before or the day after the day given off as a holiday unless a written request stating the reason is made and prior approval is obtained.

ARTICLE 33 - BEREAVEMENT

33.1

- A. Employees shall be granted up to five (5) workdays without loss of pay or use of personal business days to attend a funeral or other activities directly associated with a death in the employee's or his or her spouse's immediate family (spouse, child(ren), parent, brother, sister, stepparents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren, or other relative resident in the employee's household).
- B. A death in the employee's immediate family, as defined in Article 32.6, occurring during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against bereavement leave.

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

33.2 Employees selected to be a pall bearer for a deceased employee will be allowed one day off without loss of pay.

33.3 The Local Union President 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.

ARTICLE 34 - VACATION PAY

34.1 New employees with less than one(1) year of service shall be entitled to vacation prorated on the basis of seniority date. For each quarter or partial quarter employed, these employees will receive twenty-five (25%) percent of the ten (10) working days' vacation to be applied in the following calendar year. Any employee who leaves before one (1) year is completed will receive no vacation time.

For employees leaving the service of the City of Taylor, after one (1) year of service, any vacation earned during the calendar year shall be pro- rated on a monthly basis upon departure.

34.2 In converting to a calendar year basis following completion of the first calendar year of employment and thereafter, January 1st of the employee's seniority year shall be the basis for the

following, provided the employee has worked a minimum of five hundred (500) hours in the previous calendar year.

- A. One (1) but less than five (5) calendar years receive fifteen (15) working days. A maximum of five (5) vacation days may be paid out annually in February of the succeeding year (see, Article 34.7 below);
- B. Five (5) but less than ten (10) calendar years receive twenty (20) working days. A maximum of seven (7) vacation days may be paid out annually in February of the succeeding year (see, Article 34.7 below);
- C. Ten (10) but less than fifteen (15) calendar years receive twenty-five (25) working days. A maximum of twelve (12) vacation days may be paid out annually in February of the succeeding year (see, Article 34.7 below); and
- 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. A maximum of twelve (12) vacation days may be paid out annually in February of the succeeding year (see, Article 34.7 below).

34.3 Holidays falling on workdays during approved vacation periods will not be used to compute the number of days of vacation used.

34.4 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.

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

34.6 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 number 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. Once an employee's vacation request has been approved, either pursuant to the posted vacation schedule or otherwise in writing, the vacation time cannot be changed, added to, modified in any manner, or canceled, except with the mutual consent of both the employer and the employee.

34.7 Vacation time may not be carried forward from one calendar year to the next calendar year. Beginning on January 1, 2025, a portion of the unused vacation hours not used by December 31st will be cashed out in accordance with Article 34.2, above in the first pay period in February. This new limitation on the cashout of unused vacation time will commence on January 1, 2025. For 2024, Employees will receive 100% payout on unused vacation hours. Vacation hours may

not be banked. Employees can no longer cash out vacation days within the year. However, upon separation or retirement from employment, there will be no maximum on vacation time pay out. Employees separating or retiring will be paid their available vacation time in the current calendar year, as well as vacation time earned for the succeeding calendar year.

34.8 Members separating shall receive a partial vacation payout prorated on a monthly basis. If a member receives five (5) days' pay within the month of termination they shall be entitled to prorated vacation pay for that month.

34.9 The five (5) additional days' vacation can-over bank added in 1994 shall not be included in the calculation of Final Average Compensation for pensions. (Note: In further explanation, for those employees who were hired prior to August 4, 1988 and whose benefit banks are included in their Final Average Compensation for pension purposes, only fifteen (15) of the twenty (20) days carried over to the vacation "monies" bank may be used in the calculation of their Final Average Compensation.)

ARTICLE 35 - HOLIDAY PAY

35.1 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
- 3) President's 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

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

- A. In a seven-day operation, if any of the above holidays falls on the seventh consecutive day of the work week, the following regular work day shall be considered the holiday.

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

- A. In a seven-day operation, if any of the above holidays fall on the sixth consecutive day of the work week, the preceding regular workday shall be considered the holiday.

35.4 If an employee works on a holiday, she/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.

35.5 If an employee is on approved vacation or is on paid sick leave, she/he shall receive holiday pay. The employee on sick leave shall be required to furnish the Employer with a statement from her/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 36 - EDUCATIONAL BENEFITS

36.1 The City will reimburse tuition up to \$1,000 per person, per year, and the cost of required books, to an annual maximum of \$100 upon receipt of a transcript which indicates grades of "C" or better for courses taken from accredited colleges or universities for college credit, which have been approved as being 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 beginning any college or university credit course for which reimbursement is to be sought.

36.2 Any employee who leaves the employment of the City of Taylor within two (2) years from completion of a reimbursed educational program shall refund the cost of same to the City.

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

Associates Degree	\$100
Bachelor's Degree	\$200
Master's Degree	\$300

Water License Stipend and all required certifications to be paid in the second pay period of May each year upon producing an active license to the Human Resources Department by April 1st of each year. The amounts paid are as followed:

S4, Pesticide Applicator, Rental Inspector:	\$250
S3, Mechanic 1:	\$500
S2, Mechanic 2, A.C.O.:	\$750
SI, Building Inspectors, Mechanic 3:	\$],000

ARTICLE 37 - RECREATION CENTER MEMBERSHIP

37.1 Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members of Local 1128 and their immediate household family members. Participation in limited attendance activities shall be restricted to non-peak hours. Said membership shall end if the recreation center ceases to operate or upon the termination of the member's employment with the City.

ARTICLE 38 - LIFE, ACCIDENTAL DEATH, AND DISABILITY BENEFITS

38.1 The City agrees to pay the full premium of a life insurance plan of thirty thousand (\$30,000) dollars for each employee, with an additional thirty thousand (\$30,000) dollars to equal sixty thousand (\$60,000) dollars for accidental death. In addition, the City agrees to pay for an increased weekly benefit of three hundred (\$300) dollars for a period of twenty-six (26) weeks for disability due to sickness, disease, or accident not covered by Workers' Compensation. The City shall pay the sick and accident benefit as described in this Section for employees who have been found disabled and their Workers' Compensation claim is under dispute. It is understood the employee will reimburse the City all amounts received through this benefit if it is determined that Worker's Compensation benefits are applicable. This provision shall not apply to probationary employees.

38.2 The City agrees to provide retirees, at the time of retirement, a paid-up life insurance policy in the amount of Ten Thousand (\$10,000.00) Dollars.

ARTICLE 39 - MEDICAL, DENTAL AND OPTICAL INSURANCE

39.1 Medical- Hospitalization:

- A. For employees hired on or before December 21, 2004, the City agrees to provide the Blue Cross/Blue Shield Community Blue PPO Plan 1 with the \$20 Office Visit Rider, \$20 CBC-MT (Chiropractic) Rider, \$50 Urgent Care, and \$100 Emergency Room visit. Effective July 1, 2007, the prescription drug card co-pay will convert to \$10 generic and \$20 brand name. The employee will have the option of enrolling in the Health Alliance Plan, Blue Care Network, or equivalent healthcare provider in lieu of BlueCross/Blue Shield. Employees hired on or after December 22, 2004, shall have the option of Health Alliance Plan, Blue Care Network, or Blue Cross/Blue Shield Community Blue Plan 1, or equivalent healthcare provider (with applicable riders/co-pays and prescription drug coverage described above) provided the employee pay the cost differential between the Health Alliance Plan rate and the Community Blue PPO rate in addition to any other premium co-pay should they choose the Community Blue PPO coverage. 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.

Effective January 1, 2025, the following employee cost-sharing obligations shall go into effect for all employees, regardless of date of hire:

\$40.00 office visit co-pay (includes Urgent Care and chiropractic visits)
\$10/\$40/\$80 prescription co-pay
\$100 emergency room co-pay

The employer has the right to select or change carriers for employees, retirees, their spouse, and dependent children upon mutual agreement with the Union, provided that the coverage is equivalent to current coverage.

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 they reach their 19th birthday. Full-time college students, as defined by the plan, will be covered until 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.

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. In the event of the death of the covered employee or retiree, the surviving eligible spouse shall become the covered employee and shall be entitled to full contractual insurance benefits.

If the City decides to change insurance carriers, it will provide the Union with a minimum of sixty (60) days' notice and agree to meet and confer to discuss any contemplated changes. "Equivalent coverage" is subject to the Grievance procedure.

B. Health Insurance Co-payments and Exemptions:

Employees shall have deducted from their bi-weekly wages a medical premium contribution in the amount of twenty (20%) percent of the City's cost (illustrative rate) for the plan selected.

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

Employees who are not to be covered by the City's insurance shall be exempt from contributing towards 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. Contributions for medical premiums will begin immediately upon the reinstatement of the employee's medical insurance.

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.

The medical premium co-payment required herein is intended to extend to active employees only.

A medical premium co-payment shall extend to retirees, who retire on or after May 1, 2015. Retirees shall pay a percentage of the City's cost (illustrative rate) for the medical insurance plan selected in accordance with the following schedule.

<u>Service</u>	<u>Medical premium co-payment</u>	<u>Annual Cap</u>
Vested - 24 years	20%	Single: \$2,000 Two-Person: \$2,500 Family: \$3,000
25 years and over	0%	

All employees retiring on or after May 1, 2015, shall continue to receive the same benefits levels in effect for active employees on the date of retirement.

Upon retirement or during open enrollment, future retirees who accepted payment in lieu of health insurance, as an active employee, may elect to receive retiree health insurance.

Retirees are not eligible for opt out pay.

Retirees must pay their percentage of the City's monthly cost for the medical-hospitalization benefits in advance on a monthly basis. If applicable, payment will be made via deduction from the retiree's monthly pension payment. If payment is not received by the City prior to the beginning of each month, the City will mail a final request for payment of the retiree. Failure by the retiree to make full and complete payment each month within ten (10) days after the final request for

payment is sent by the City shall result in the retiree being dropped from the medical hospitalization coverage effective immediately.

It is the responsibility of the retiree to ensure that the City is notified of his/her current address at all times.

If there is a change in rates by the medical hospitalization insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following monthly payment.

C. Payment in Lieu of Health Insurance:

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 is eligible to be covered by any other City paid medical insurance. 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.

39.2 Dental Insurance:

A. The City will pay the full cost of a dental plan.

Dental coverage shall be equivalent to Delta Dental Class I, II, III, and IV, as follows:

Class I, preventative and diagnostic services and emergency palliative treatment and radiographs (x-rays), one hundred (100%) percent:

Class II, oral surgery, endodontic, and periodontic services; relines and repairs; restorative services; seventy (70%) percent;

Class III, prosthodontics, seventy (70%) percent; and

(Maximum payment per person, per year for Class I, II and III benefits shall be One Thousand (\$1,000) Dollars.)

Class IV, orthodontic, fifty (50%) percent with a three thousand (\$3,000) dollar lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.

- B. The above plan 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 they reach their 19th birthday. Full-time college students, as defined by the plan, will be covered until the end of the year in which they reach their 24th birthday.

39.3 Optical Insurance:

- A. The City will provide an optical plan equivalent to the SVS Vision Plan A 12/12/12.

39.4 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 ensure adequate levels of coverage, the City will notify affected employees to apprise them of their insurance status on a semi-annual basis.

39.5 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.

39.6 In the event that Federal and/or State legislation is changed in regard to health care, it is agreed and understood that the City and the Union will reopen and renegotiate the terms and conditions of this Article.

39.7 The parties agree to form a Healthcare Cost Containment Committee made up of one member from each Union or Association group and the City of Taylor. The parties are committed to investigate programs, which will reduce the costs. Programs to be considered would include alternative health care providers, additional cost containment programs, and alterative traditional plans.

39.8 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.

39.9 Retiree Participation:

- A. Employees shall be entitled to the level of medical-hospitalization insurance benefits in retirement that are in effect on their first date of retirement, except that the FAE and OPC Riders, and the Drug and Alcohol Abuse Program provided for herein shall not be applicable to retirees.
- B. The City agrees to furnish the un-remained spouses of deceased retirees and any minor children thereof under 18 years of age the same level of medical health benefits in effect at the time of retirement.
- C. Retirees shall be eligible to participate in the City's Dental and Optical Insurance Programs pursuant to the following conditions:
The present cost and future increases in the cost of said insurance programs shall become by and be the exclusive responsibility of each retiree. Payment by the retiree for said programs shall be accomplished by direct payment from the retiree to the City on or before the first of each month in advance or before any other date of each month which may be designated by the carrier. Optional retiree paid dental and/or optical insurance must be elected at the time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental and/or optical coverage and subsequently drops the coverage will be forever ineligible for re-enrollment. The City will reimburse for monthly Medicare B cost only for retirees who retire (both DB/DC Plans) on or after the date of ratification:
- (1) The retiree and spouse shall enroll in Medicare A & B upon eligibility.
 - (2) If penalties arise for failure to enroll, retiree bears the sole cost of the fee.
 - (3) Annual proof must be submitted of the cost of Medicare B charge.
 - (4) Reimbursement occurs the first of the month.

Healthcare coverage for medical plans and optional dental and vision plans (if retiree elects and pays for those coverages) shall only include employee/retiree, the existing spouse, and dependents on record at the time of retirement (both DB/DC Plans).

Employees in the Defined Contribution Plan and hired prior to September 1, 2021 will be eligible for medical benefits in retirement as described in Article 39.9 upon completing 20 years of active service.

Employees hired on or after September 1, 2021, shall not be entitled to other post-employment benefits, including medical/hospitalization, prescription coverage, optical, or dental coverage. Instead, those employees shall have access to a MERS healthcare Savings Program.

Effective at time of hire, and each year thereafter during an employee's employment with the City, the City shall make a two (2%) percent contribution of an employee's base wage per year, with the employee having to match that with a two (2%) percent contribution per year, to be deposited into a MERS Healthcare Savings Program. All contributions will be subject to IRS guidelines and MERS plan provisions established for the MERS Healthcare Savings Program.

39.10 Employees with hire dates after November 24, 2014, but before September 1, 2021 shall be eligible as outlined in *39.9 Retiree Participation* for retiree hospitalization-medical, dental and optical benefits upon reaching the age of 55 years and completion of 20 years of service to the City of Taylor.

The Employer will pay 80% of the illustrative rate for this coverage for employees who retire from the Employer with twenty (20) years of service and who have attained age fifty-five (55).

Retirees must pay 20% of the illustrative rate for the medical hospitalization benefits in advance on a monthly basis. If payment is not received by the City prior to the beginning of each month, the City will mail a final request for payment of the retiree. Failure by the retiree to make full and complete payment each month within ten (10) days after the final request for payment is sent by the City shall result in the retiree being dropped from the medical hospitalization coverage effective immediately.

It is the responsibility of the retiree to insure that the City is notified of his/her current address at all times.

If there is a change in rates by the medical hospitalization insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.

When the retiree reaches full Medicare eligibility, the retiree will no longer be eligible for medical hospitalization insurance through the Employer.

Employees hired on or after September 1, 2021, shall not be entitled to other post-employment benefits, including medical/hospitalization, prescription coverage, optical, or dental coverage. Instead, those employees shall have access to a MERS healthcare Savings Program.

Effective at time of hire, and each year thereafter during an employee's employment with the City, the City shall make a two (2%) percent contribution of an employee's base wage per year, with the employee having to match that with a two (2%) percent contribution per year, to be deposited into a MERS Healthcare Savings Program. All contributions will be subject to IRS guidelines and MERS plan provisions established for the MERS Healthcare Savings Program.

ARTICLE 40 - PENSION

40.1 Defined Benefit Pension Plan: Employees hired on or before December 21, 2004 shall participate in the City of Taylor General Employees' Retirement System Defined Benefit Pension Plan. The Pension Plan/Contract text will be re-written to include the original Plan and all past Amendments. The revised document will be in the form of a Retirement Ordinance, which shall be adopted by City Council after it has been reviewed with the 1128 committee to insure accuracy and simplicity of language. The Ordinance will provide for a General Employees Retirement System, which shall have a Board of Trustees comprised of six(6) members; one (1) member from Taylor Governmental Management and Administrative Employees' Association, one (1) member from AFSCME Local 1917, one (1) member from AFSCME Local 1128, the City Treasurer, the Human Resources Director or designee, and the Budget and Finance Director (or two citizen members to be appointed by the Mayor in lieu of the Human Resources Director and the Budget and Finance Director). The City guarantees the benefits enumerated in the Pension Plan/Ordinance as amended by the full faith and credit of its' taxing and borrowing authority. The Pension Fund shall be used exclusively for the payment of pension benefits, which shall include retiree health insurance premiums. The City may not use the Pension Fund monies for any other purpose.

Any further changes in the Pension Plan/Ordinance shall require union membership ratification.

The City shall institute a "pick-up plan" in accordance with the applicable provisions of the Internal Revenue Service.

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.

Time spent in service to the City, based upon a forty (40) hour work week, prior to membership in Local 1128 may be purchased for pension purposes only. A maximum of two (2) years may be purchased. Employees whose prior service totals at least one (1) full year shall be eligible for this benefit. The cost of said purchase shall be actuarially determined.

The Pension Plan/Contract changed from a Deposit Administration Fund to an Immediate Participation Guarantee Fund. Members of the Retirement System who retire on or after August 4, 1988 receive their pension benefits paid directly from the Fund. Members of the Retirement System who retired on or before August 3, 1988 receive their pension benefits through individual annuities purchased at the time of their retirement.

The pension benefit for active employees in the Pension Plan on August 3, 1988 increased from fifty (50%) percent of Final Average Compensation to fifty-five (55%) percent of Final Average Compensation.

Retirees will be provided medical/hospitalization and prescription drug insurance m retirement as described in Article 39.9.

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

An annual actuarial report will be provided to Local 1128 within one (1) month of receiving it from the actuary.

The City will fund the General Employees' Retirement System in accordance with the recommendations of a professional actuary.

At the time of retirement, the employee may elect to be covered by any Benefit Group in which the employee was member for at least six (6) continuous months.

If an employee who is vested in the pension plan/contract dies prior to retirement, his/her spouse will receive fifty (50%) percent of the employee's accrued pension benefit for life.

At the time of retirement, an employee may elect to have fifty (50%) percent, sixty-six point seven (66.7%) percent or seventy (75%) percent of his/her pension benefit continue for the life of bis/her spouse. This election will result in an actuarial reduction of the employee's pension benefit for his/her lifetime. The reduction will vary with the percentage elected and the age of the employee and spouse at the time of the employee's retirement.

Employees certified as disabled by the Social Security Administration will receive sixty-six and two-thirds (66 2/3%) percent of their base salary including Workers' Compensation benefits to a maximum monthly benefit of two thousand (\$2,000) dollars.

The interest rate on employee contributions will be five (5%) percent effective August 3, 1988. Ten (10), fifteen (15), and twenty (20) year certain and continuous options shall be provided on an actuarially reduced basis.

An employee or surviving spouse may, at the time of retirement, request a return of all the employee's contributions with an actuarial reduction in the pension benefit per Table B of the Plan.

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/her contributions from the fund will be required to pay five (5%) percent of his/her last year's Final Average Compensation for each full year of service credit reinstated and a prorated amount for any partial years or receive an actuarially reduced pension.

The changes reflected above will only apply to employees who retire on or after August 4, 1988. Employees whose employment has been terminated or who have retired on or before August 3, 1988 are specifically excluded from these changes.

The following shall apply to employees hired on or after August 4, 1988:

Normal Retirement Date: Fifty-five (55) years of age with ten (10) years of Credited Service.

Normal Retirement Benefit: Two (2%) percent of Final Average Compensation per year of Credited Service to a maximum of twenty-five (25) years of Credited Service.

Early Retirement Date: Fifty (50) years of age with ten (10) or more years of Credited Service.

Early Retirement Benefit: A benefit equal to a benefit which is computed as a normal retirement benefit but actuarially reduced to reflect retirement prior to normal retirement date and based on Final Average Compensation at early retirement date. That benefit equals fifty (50%) percent of Final Average Compensation if the Member has twenty-five (25) years or more of Credited Service, or two (2%) percent per year of Continuous Service if the Member has fewer than twenty-five (25) years but at least ten (10) years of service, multiplied by the actuarial reduction factor specified in accordance with Table A of the Pension Plan.

Late Retirement Date: Anytime following eligibility for normal retirement.

Late Retirement Benefit: A benefit equal to the amount the member would have received had they retired on their Normal Retirement Date, plus an additional two (2%) percent of the Member's Final Average Compensation for each year worked between their Normal Retirement Date and Late Retirement Date.

Vesting: Ten (10) years of Credited Service in Plan.

Disability: Ten (10) years of Credited Service in Plan.

Final Average Compensation: The average of the Member's compensation for the five (5) consecutive years prior to Retirement Date that produce the highest average, excluding vacation and sick leave banks and other banks.

Employee Contributions: Five (5%) percent of the Member's compensation, excluding vacation and sick leave banks and other banks.

Pre-retirement Death Benefit: Refund of contributions or fifty (50%) percent of the employee's vested benefit to spouse or dependent children, whichever is higher.

Termination Prior to Vesting: Refund of employee contributions.

Effective December 21, 2004, the Pension Plan will be amended to incorporate the following benefits:

The City agrees that the conditioned pension enhancements described in paragraphs 1 and 2 below shall extend to Local 1128 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 January 1, 2009, or when 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, whichever comes first.
- 2) The age and service requirements for normal retirement benefits under the pension plan will be changed from 55 years of age and 10 years of service to 55 years of age and 10 years of service or 50 years of age and 25 years of service, as of January 1, 2009, or 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 aforementioned service requirements, whichever comes first. (Note: This improvement will result in the late retirement benefit commencing after age 55 with 10 years of service or after age 50 with 25 years of service.)

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 1128 who are eligible to participate in the General Employees' Retirement System at the time that such enhancement becomes effective.

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

40.2 Defined Contribution Pension Plan: Employees hired on or after December 22, 2004, 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/hospitalization benefits in retirement, as described in Article 39.9, upon completing 20 years of active service.

Employees in DC Plan are eligible for retirement benefits upon completing 20 years of service if *hired prior to September 1, 2021*. New hires hired on or after September 1, 2021, shall not be entitled to other post-employment benefits, including medical/hospitalization, prescription coverage, optical, or dental coverage. Instead, those employees shall have access to a MERS Healthcare Savings Program.

ARTICLE 41- CLASSIFICATION WAGE RATES

41.1 See Wage Scale, attached at *Appendix A*.

ARTICLE 42 - COMPLETE AGREEMENT

42.1 The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement.

42.2 Therefore, it is agreed that the terms herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement is hereby waived by the City and the Union for the term of this Agreement.

ARTICLE 43 - COPIES OF THE AGREEMENT

43.1 The Employer agrees to supply the Union President with the complete agreement including all insurance programs, pensions and classifications in hard copy form with twelve (12) copies. The agreement will be available on the City's website and intranet.

43.2 Said Agreement shall be printed in booklet form by a union shop or, at the City's option, printed in-house by the City, and shall include the complete Agreement with all insurance programs, pensions and classifications.

43.3 No part of this Agreement, including insurance programs, pensions, classifications, wage rates, or any of the fringe benefits, can be changed without the mutual agreement of the Employer and Union.

ARTICLE 44 - DURATION

44.1 This Agreement shall become effective on the date of ratification by both parties and shall remain in effect through December 31, 2027.

44.2 This Agreement shall be extended automatically for a period of two (2) years after the date of expiration unless the parties agree otherwise.

ARTICLE 45 - RESIDENCY

45.1 All members of the bargaining unit shall receive One Thousand & 00/100 (\$1,000.00) Dollars annually if they are a resident of the City of Taylor in the first pay period of July annually.

In order to qualify for this bonus payment, an employee must live in a residence in the City limits. In addition, the employee must consider the residence to be his/her primary residence. The employee shall annually provide the City with three (3) pieces of necessary documentation (i.e. driver's license, electric bill, gas bill) to show they are still living in the residence.

The foregoing Agreement has been duly ratified by the membership of Local 1128, AFSCME Michigan, of the International Union of the American Federation of State, County and Municipal Employees, 011 October 30, 2024, and approved by the Taylor City Council on November 19, 2024.

LOCAL 1128 AFSCME MICHIGAN:

Richard Johnson 11-22-2024

By: Richard Johnson
Its: Staff Representative

Troy Latendresse 11-22-24

By: Troy Latendresse
Its: President

Sean Petry 11-22-24

By: Sean Petry
Its: Vice-President

FOR THE CITY:

Tim Woolley 11-22-24

By: Tim Woolley
Its: Mayor

Richard Hopper 11-22-24

By: Richard Hopper
Its: Director of Human Resources

APPENDIX A

Local 1128 Wage Scales

Hired Before 11/24/14	01/01/23	Ratification	1/1/2025	1/1/2026	1/1/2027
		0%	0%		
Hired Before 11/24/14	3%	\$3,000 *	\$2,500 *	1%	1%
Clerk 2/Call Center	\$25.68	\$25.68	\$25.68	\$25.94	\$26.20
Clerk 3 (both pre and post 2014)	\$27.07	\$27.07	\$27.07	\$27.34	\$27.61
Maintenance Worker/Laborer	\$22.88	\$22.88	\$22.88	\$23.11	\$23.34
Operator 1	\$24.14	\$24.14	\$24.14	\$24.38	\$24.63
Gate Attendant	\$24.14	\$24.14	\$24.14	\$24.38	\$24.63
Operator 2	\$24.70	\$24.70	\$24.70	\$24.95	\$25.20
Operator 3	\$25.40	\$25.40	\$25.40	\$25.65	\$25.91
Operator 4 (includes ACO)	\$26.06	\$26.06	\$26.06	\$26.32	\$26.58
Operator 5/Water CS	\$26.61	\$26.61	\$26.61	\$26.88	\$27.14
Mechanic Operator	\$27.17	See Mechanic Rate Schedule +\$0.50			
Building Utility	\$27.75	\$27.75	\$27.75	\$28.03	\$28.31

* Such bonus shall have no effect on base wages and shall have no effect on any employee benefits, including but not limited to pension benefits.

** Any current employee in a Clerk 2 position whose position is eliminated and who, based on seniority, bumps into another non-appointed clerical position, shall maintain the Clerk 2 position hourly rate of pay.

*** Any current employee in a Clerk 3 position who is disqualified pursuant to Article 26 and who bumps, based on seniority, into another non-appointed clerical position, shall be paid the Clerk 2 position hourly rate of pay.

**** All Clerk 3 positions are listed in before 2014. All building inspector and mechanical positions are listed as hired after 2014.

City of Taylor and
Local 1128, AFSCME Michigan, AFL-CIO
January 1, 2024 through December 31, 2027
SIGNATURE COPY -November 22, 2024

Hired After 11/24/14	01/01/23	Ratification	1/1/2025	1/1/2026	1/1/2027
Hired After 11/24/14	3%	5%	4%	2%	2%
Clerk	\$18.66	\$19.59	\$20.38	\$20.78	\$21.20
Maintenance Worker/Laborer	\$19.19	\$20.15	\$20.96	\$21.37	\$21.80
Operator 1	\$20.25	\$21.26	\$22.11	\$22.56	\$23.01
Operator 2	\$20.79	\$21.83	\$22.70	\$23.16	\$23.62
Operator 3	\$21.32	\$22.39	\$23.28	\$23.75	\$24.22
Operator 4 (includes ACO)	\$21.85	\$22.94	\$23.86	\$24.34	\$24.82
Operator 5/Water CS	\$22.39	\$23.51	\$24.45	\$24.94	\$25.44
Rental Inspector Pay scale same as Clerk	N/A	\$19.59	\$20.37	\$20.78	\$21.20
Mechanic Helper	\$19.19	\$20.15	\$20.96	\$21.37	\$21.80
Apprentice Mechanic Pay seller same as Operator	N/A	\$21.26	\$22.11	\$22.56	\$23.01
Mechanic	\$23.99	\$25.19	\$26.20	\$26.72	\$27.26
Mechanic 1 (with required certifications)	N/A	\$28.00	\$29.12	\$29.70	\$30.30
Mechanic II (with required certifications)	N/A	\$29.00	\$30.16	\$30.76	\$31.38
Mechanic III (with required certifications)	N/A	\$30.00	\$31.20	\$31.82	\$32.46
Mechanic Operator	\$24.52	See Mechanic Rate Schedule +\$0.50			
Building Utility	\$22.92	\$24.07	\$25.03	\$25.53	\$26.04
inspectors {pre and post 2014)	\$29.85	\$31.34	\$32.60	\$33.25	\$33.91

State of Michigan or ASE Mechanic Certification

Automotive

- 1 Engine Repair
- 2 Engine Tune-up/Performance
- 3 Front End, Suspension and Steering Systems
- 4 Brakes and Braking Systems
- 5 Automatic Transmission
- 6 Electrical Systems
- 7 Heating and Air Conditioning
- 8 Collision-Related Mechanical Repairs
- 9 Unitized Body Structural Repairs

Heavy Duty Truck

- 1 Engine Repair - Gasoline
- 2 Engine Repair - Diesel
- 3 Drive Train
- 4 Brakes and Braking Systems
- 5 Suspension and Steering Systems
- 6 Electrical systems
- 7 Collision-Related Mechanical Repairs

Mechanic I - Any 3 of both of the above categories- no duplicates

Mechanic II - Any 4 of both of the above categories +Electrical Systems - no duplicates

Mechanic III - Master Mechanic in any category

October 22, 2024

LETTER OF AGREEMENT

This Letter of Agreement {"LOA"} is entered into on the 22nd day of November 2024, by and between the City of Taylor, (hereinafter referred to as the "City") and Local I 128, AFSCME Michigan, AFL-CIO, (hereinafter referred to as the "Union"); collectively referred to as the "Parties."

WHEREAS, the City, as part of its efforts to modify its 401(H) Defined Contribution Pension Plan, is currently subject to an Internal Revenue Service ("IRS") audit;

WHEREAS, the City has been informed by the IRS that the audit will be completed in the next several months, but certainly after the Parties to this Agreement ratify a successor Collective Bargaining Agreement;

WHEREAS, the parties, once the IRS audit is completed, wish to discuss the findings of the audit, as well as to discuss possible modifications to the 401(a) Defined Contribution Pension Plan;

WHEREAS, the parties have agreed the following terms and conditions set forth below.


NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained in this Letter of Agreement, the Parties agree as follows:

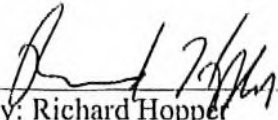
1. Upon completion of the IRS audit of the City's 401(a) Defined Contribution Pension Plan, the Parties agree to meet and confer to discuss the findings of the IRS audit and to further discuss possible modification to the City's 401(a) Defined Contribution Pension Plan.

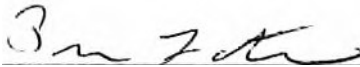
2. This LOA is not intended to obligate the Parties to bargain over the terms of this Agreement and is not intended to modify the terms or conditions of the Parties' successor Collective Bargaining Agreement.

LOCAL 1128 AFSCME MICHIGAN

CITY OF TAYLOR

 11-22-2024
By: Richard Johnson
Its: Staff Representative


By: Richard Hopper
Its: Director of Human Resources


By: Troy Latendresse
Its: President