

LABOR AGREEMENT

CITY OF JACKSON

and

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

July 1, 2016 through June 30, 2020

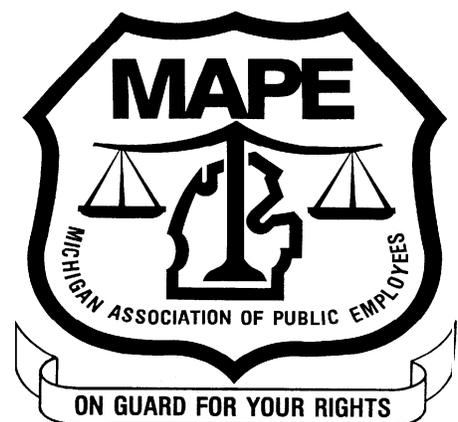


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AGREEMENT

THIS AGREEMENT, made effective upon its date of execution by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES, hereinafter referred to as the Association,

W I T N E S S E T H:

The general purpose of this Agreement is to set forth the wages, hours and working conditions, which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Association. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Association for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 – RECOGNITION

Section 1.1: Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining agency for all regular full-time employees employed within any of the classifications set forth in Appendix A, but excluding seasonal employees, temporary employees, part-time employees and all other employees of the Employer.

- (a) Temporary/Seasonal Employee Defined. A temporary or seasonal employee shall be defined as an employee who is hired for a period of not to exceed eleven (11) months. Additionally, a temporary or seasonal employee who has worked for a period of eleven (11) months will not be placed in another seasonal or temporary position for at least 30 consecutive days.
- (b) The term “temporary employee” is further defined to include any employee hired: to fill a full time position to cover a position vacated due to a leave of absence, to fill a full time position pending a posting and selection period, to assist with increased work loads of limited duration which are not associated with annually recurring needs, or similar circumstance.
- (c) The term “seasonal employee” is further defined to include any employee hired to work full time for a temporary period of less than a full year, the need for which may be anticipated to recur for a similar time and purpose in other years. (Examples: tax collection, mowing season, etc.)

Section 1.2: Management Rights. The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and its employees are vested solely and exclusively in the Employer.

Section 1.3: Discrimination. All Association employees are entitled to be treated with dignity and respect in the workplace. More specifically, employees are entitled to work in an environment that is free of intimidation, humiliation, insult and offensive acts or speech based on race, creed,

color, sex, age, religion, national origin, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight and other legally protected status.

Section 1.4: Association Activity. The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours. There shall be no Association meetings held on City property, unless authorized in writing by the Employer. Employees, who are elected or appointed to attend Association meetings, seminars or workshops, will be granted leave without pay to attend, provided reasonable advance notice is furnished to the Employer and further provided that the requested time off does not impair the operations as determined by the department head.

- (a) It is understood and agreed that there may be no more than one (1) employee from any division of a department within the City on Association leave at the same time. It is likewise understood and agreed that no more than one (1) Association representative may be relieved from his work within a given division of a department at any one time for Association business, grievance representation or contract negotiations. Said release from work shall be without pay.
The parties will split the cost of Association employee representatives participating in negotiations by equally sharing in the wage costs of all hours spent in negotiations which occur during the employee-representative's regular working hours. No additional payment shall accrue for hours spent bargaining outside the regular shift.
- (b) At the time new employees are hired, the Union will explain the Agency Shop and dues check-off provision of this Agreement to said employees. If the employees wish to join the Association and/or to have the dues or representation fee deducted from their pay, the Employer will have them sign the proper membership and check-off form which shall be postdated to conform to this Agreement. The names and work locations of all new employees hired into bargaining unit positions will be provided in a timely manner to a union official, as designated by the union.
- (c) See Section 2.4 for grievance release time procedure.

Section 1.5: Check-off of Dues. The Employer agrees to deduct the regular monthly dues and representation fees from the payroll of all those employees who are or become members of the Association and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State. Said deductions shall be immediately forwarded to the Association. A check-off list shall accompany the deductions, setting forth the name of the employee and the amount of dues.

The Association shall defend and indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Association.

Section 1.6: Gender Clause. In this Agreement, words in the masculine gender shall include masculine or feminine gender.

Section 1.7: NLRB – Communications Specialist. The Association will seek NLRB certification as a "bona fide" representative of the Communication Specialists, eligible to negotiate a Section 207(b) schedule.

ARTICLE 2 – GRIEVANCE PROCEDURE

Section 2.1: Grievance Defined. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement, inclusive of the Drug and Alcohol Policy (Appendix C).

Section 2.2: Steps of the grievance procedure.

A. Oral step

An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within forty-eight (48) hours after the employee first had knowledge of the occurrence of the event upon which his complaint is based, or within forty-eight (48) hours of when facts were such that the employee reasonably should have had knowledge (Saturdays, Sundays and holidays excluded). The supervisor shall give the employee a verbal answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply: (Individual employees have the right to pursue a grievance at the oral step without inviting Association representation, in accordance with the terms of the labor mediation act, MCL 423.26. However, no settlement at the oral step will be inconsistent with the terms of the collective bargaining agreement; and the Association will be notified of all oral step settlements by the supervisor involved if the settlement was reached individually with an employee.)

B. Written Steps

FIRST STEP. A grievance must be reduced to writing, stating the facts upon which it is based, timing, persons involved, and denote the section(s) of the Agreement allegedly violated. The grievance must be signed by the employee filing the grievance and presented to the employee's department head by the steward within five (5) days after receipt of the answer to the oral step. The grievance must also be written on a form mutually agreeable to the Association and the Employer.

The department head or designee shall present a written answer to the steward within five (5) regularly scheduled working days after receipt of the grievance. If the answer is satisfactory, the steward shall so indicate on the grievance form and sign it with one (1) copy provided to the department head.

SECOND STEP. Should the grievance remain unresolved, the Association steward and/or employee must present the appeal to the Director of Human Resources within five (5) regularly scheduled working days after the date of the written response. The Director of Human Resources and/or someone designated by him shall meet with the Association grievance committee to discuss the grievance within seven (7) regularly scheduled working days after the second step appeal is presented. The grievant shall be represented by the Association committee of not more than three (3) persons, one (1) of whom shall be a representative from the Michigan Association of Public Employees (MAPE), and another representative shall be the steward representing the department where the grievance arose. The grievant will be excused to attend this meeting upon request of the Association. If necessary, the parties will reschedule the meeting to accommodate the grievant's work schedule.

Within seven (7) regularly scheduled working days after the discussion, the Director of Human Resources shall give the MAPE Office and the local President a written answer. If the answer is satisfactory, the Association representative shall so indicate in writing giving one (1) copy of the settled grievance to the Director of Human Resources.

THIRD STEP. Should the grievance still remain unresolved, within fifteen (15) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the answer derived from the second step, the Association steward and/or employee shall submit written notice to the Director of Human Resources of their desire to arbitrate the grievance. Within ten (10) days of such notice, the parties must mutually agree upon an arbitrator to decide the issues. If the parties are unable to agree upon an arbitrator, the Association may request a list of arbitrators from the Federal Mediation and Conciliation Service in accordance with the following rules:

The request to FMCS will be for a list of nine (9) arbitrators, from the State Of Michigan. Once the list of nine (9) arbitrators has been received, either party may disqualify the entire list and request a new list of nine (9) arbitrators. If the parties are satisfied with the first list or once the second list is obtained, the parties shall confer and each party shall strike a name from the selected list of nine (9) names alternatively until there is only one (1) name left and said person shall serve as arbitrator for the grievance.

The arbitrator shall determine all questions over which he has jurisdiction pursuant to this Agreement, including threshold questions, if any, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to or subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. The arbitrator shall have no authority to consider any facts, or rule upon any issues, not disclosed by the grievant, the Association or the Employer prior to the commencement of the arbitration hearing. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discipline, including discharge that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the grievant, the Association and the Employer provided he has not exceeded his authority as outlined herein. The expenses and fees of the arbitrator shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses, to include wages. If either party withdraws a grievance or requests postponement and is granted same, the party requesting the postponement or withdrawing the grievance shall be responsible for the fees of the arbitrator, if any. If the Association requests a postponement and is granted same, the back pay liability of the Employer, if any, shall cease on the date the original hearing had been scheduled. If a grievance is settled by the parties prior to the arbitration hearing and/or award, expenses of the arbitration shall be paid as agreed upon in the settlement agreement.

Section 2.3: Time Limits in Grievance Procedure. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

Section 2.4: Association Representative Functioning in Grievance Procedure.

- (a) It is expressly understood that, in no event, shall any Association representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the approval of his department head, which approval will be granted, as soon as is practicable after the urgent or critical aspects of the job have been completed, or the person the Association representative desires to see becomes available, then if denied, such denial shall be a proper subject of the grievance procedure.

It is likewise understood and agreed that the Employer shall not pay for time spent investigating or processing grievances beyond the Second Step of the grievance procedure. In addition, the writing of the grievance and grievance answers shall occur during non-working hours.

- (b) Upon prior approval of the steward's department head, the steward may be released from duty, with pay at the sole discretion of the department head, for the purpose of investigating and/or processing grievances that may arise under the collective bargaining agreement. However, in no case shall such actions result in overtime pay.

Criteria for release of stewards is as follows: In order to qualify for release time as stated above, the steward must provide the following information to the department head in writing:

- (1) Location of where the meeting is to be held;
- (2) Whom the steward will be meeting;
- (3) Expected time of return; and
- (4) The name of the department head of the employee the steward is meeting.

This information shall be provided to the steward's department head when the initial request for release time is made. However, for grievances protesting suspension or discharge a reasonable amount of on-duty time may be spent by the Association representative investigating and writing the grievance.

Section 2.5: Employer answers to grievances filed under this procedure shall contain reasons for denial and must state the facts upon which its decision is based.

Grievances appealed by the Association at any step of this procedure must have the reasons for rejecting the Employer's answer and state the facts upon which the rejection is based.

Section 2.6: It is understood and agreed that in the case where an employee is being questioned and said employee reasonably believes that said questioning may result in discipline, he shall be entitled to have one (1) Association representative present if he so requests.

ARTICLE 3 – DISCHARGE/DISCIPLINE CASES

Section 3.1: Time Limits for Grieving Discipline. In the event an employee under the jurisdiction of the Association who has completed his probationary period shall be issued a written reprimand, be suspended from work for disciplinary reasons or be discharged from his employment after the date hereof and he believes he has been unjustly reprimanded, suspended or discharged, such written reprimand, suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the employee's department head within five (5) regularly scheduled working days after such discharge or after the start of such suspension.

Section 3.2: Release Of Employee Information. It is understood and agreed that when an employee files a grievance with respect to his written reprimand, suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3.3: Counseling Memos. The Employer will no longer issue written warning letters. The counseling memo will be the preferred pre-disciplinary action format. Counseling memos are not disciplinary actions and are not a subject for the grievance procedure. In the event an employee receives a counseling memo, the employee will be allowed to respond to the counseling memo in writing and that response will be attached to the counseling memo and included in the personnel file.

An employee who has received a counseling memo may request of his department head, after six (6) months have passed, that the document be removed from his personnel file. The department head has sole discretion to grant or deny the request to remove. If the request is denied, the department head will advise the employee of his reason. Counseling memos will automatically expire 18 months after the date of issuance unless specified to end sooner, so long as no similar misconduct or similar rule violation occurs and is addressed in writing prior to the deadline for removal. In that event, the counseling memo shall remain in the personnel file for whatever period the Employer deems necessary.

Section 3.4: Compensation Upon Reinstatement. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension less any compensation he may have earned at new or expanded employment during such period and less unemployment compensation and/or workers compensation paid during said period.

ARTICLE 4 – STRIKES AND LOCKOUTS

Section 4.1: No Strikes or Lockouts. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 4.2: Discipline for Strikes. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 5 – SENIORITY

Section 5.1: Seniority Defined. Seniority shall be defined as an employee's length of continuous, full-time employment in a bargaining unit position with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer as a regular, full-time, non-seasonal, non-temporary employee since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Leaves of absence without pay of over thirty (30) calendar days and absences following layoffs or disciplinary actions in excess of thirty (30) calendar days shall be deducted from an employee's seniority.

Section 5.2: Probationary Period. All new employees shall be probationary employees until they have actually worked (excluding overtime) one thousand forty (1,040) hours for the Employer. . The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes that qualify him for regular employee status. During the probationary period, the employee shall have no seniority status, will not be considered a regular, full-time bargaining unit employee and may be terminated in the sole discretion of the Employer without regard to his relative length of service, without regard to the just cause standard, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 5.3: Seniority List. The Employer will maintain an up-to-date seniority list by department. A copy of the seniority list will be posted on the appropriate bulletin board every six (6) months following the date of this Agreement. The names of all non-probationary employees shall be listed in order of their hiring date. If two (2) or more employees have the same hiring date, their names shall appear in sequence by score on the written examination for their present position and then subsequently in alphabetical order by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5.4: Termination of Seniority. An employee's seniority and employment shall terminate:

- (a) If he quits, retires, or is justifiably discharged.
- (b) If following a layoff for the lack of work or funds, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a

written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying his department head or his superintendent within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- (d) When he has been laid off for the lack of work or funds for a period equal to the length of his seniority or twenty-four (24) consecutive months, whichever is the lesser.

Section 5.5: Layoff/Bumping Procedures. When in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a classification, part-time and/or probationary employees within the job classification being reduced shall be laid off first provided there are seniority employees within the classification who have the then present skills and ability to perform the work in the classification. Thereafter the seniority employee or employees with the least classification seniority in the affected classification shall be the ones removed therefrom.

- (a) The parties will review all vacant positions to determine whether an appropriate placement can be made for a displaced employee prior to implementing a bumping procedure. In the event an appropriate placement cannot be made in a vacancy, a laid off employee may bump to any previously held position which was held satisfactorily, or bump the least senior employee in a classification which a laid off employee is capable of performing. Displaced employees may be placed in higher level vacancies through this process, but may not bump incumbent employees from higher level positions. The employee must meet the following criteria for placement in a vacant position or to displace an incumbent through the bumping process:
 - (1) Must meet minimum requirements of the job at the time of receiving notice of layoff;
 - (2) Must hold or obtain any licenses required by position before the conclusion of the break-in/training period; and
 - (3) Must be able to perform the essential elements of the job before the conclusion of the break-in/training period as in Section 5.6.

Failure to meet the criteria outlined above within the specified time limits will void the bump and cause the participants to be returned to their previous status, with no further bumping rights.

- (b) Employees thus bumped from their job classification shall exercise the same right, seniority permitting. If an employee does not have enough seniority to displace an employee in a classification which he/she has permanently held prior to the layoff, then said employee shall be laid off from employment and all pay and fringe benefits shall cease.

Section 5.6: Recall of Employees. Employees laid off from a given classification shall be recalled to said classification in inverse order of layoff as vacancies occur, provided they still have seniority with the City and provided they have the then present ability to satisfactorily perform the available work

without break-in or training. If there are no employees on layoff status who have the then present ability to satisfactorily perform the available work and the available work is of such a nature that a normal employee shall be able to learn to perform such work with a break-in or training period of not to exceed forty-five (45) regularly scheduled working days, the senior employee in the department who has the capability and the special qualification, if such are required, to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given such break-in or training. If under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

- (a) If an employee is given minimum break-in or training as above provided and demonstrates that with such break-in or training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and not again be eligible for recall to work, until work is again available in a job for which he has the then present ability to perform without break-in or training to which his seniority entitles him.
- (b) A similar review will occur when a full-time temporary or seasonal position becomes available while a bargaining unit member is on layoff. The Employer will review the position requirements and the skills and abilities of the laid-off employee(s) to determine whether it is practical to offer the employee a temporary recall to the temporary or seasonal duties. The training period for recall to a temporary or seasonal vacancy shall be the same for the bargaining unit member as would be offered to a non-unit member, and in any event shall not exceed the limits noted above. Any required licenses will be in place at the time of such recall. Any employee that accepts a temporary recall does not forfeit any bargaining unit rights.

Section 5.7: Definitions of Satisfactory Ability. All statements referencing pre-existing abilities to satisfactorily complete a work assignment "" does not preclude an employee from receiving on the job "simple and necessary instructions". "Simple and necessary instructions" shall mean that the employee is not entitled to training with respect to such job classification unless specifically related to the peculiarities of the equipment involved and/or the unusual aspects of their operation.

Section 5.8: Job Bidding. When it is necessary to fill a new, permanent job classification or a regular vacancy in an existing job classification which is represented by the Association, such opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regularly scheduled working days. During such period, regular bargaining unit employees who have completed their probationary period and bargaining unit employees on layoff status may bid for such opening or vacancy by completing an appropriate application form in the Department of Human Resources. Regular, temporary and part-time non-bargaining unit employees may also bid on such opening or vacancy provided they are currently employed and have been employed a minimum of one hundred sixty (160) hours in the twelve (12) week period immediately preceding such posting. (For purposes of this section, probationary employees who have been employed a minimum of one hundred sixty (160) hours immediately preceding the posting may bid for such vacancies, and shall have the same rights as a similarly situated temporary employee.) This posting procedure shall not apply to openings or vacancies in classifications which are Federal or State funded.

- (a) Notices of all vacancies within the bargaining unit will be posted in all appropriate departments in the City. All such postings shall occur on an as needed basis.

The Director of Human Resources or his designee shall establish for each job classification, prior to posting for such classification, a weighting system designed to rank qualified applicants according to their probable ability to perform the job. The weights assigned to each category shall appear on the job posting. Such weighting

systems may include consideration of written examination scores (for which a minimum passing score of 70% shall be required to continue to participate in the selection process), an oral examination or interview, an evaluation of relevant educational and practical experience, performance tests and/or other matters deemed by the Director of Human Resources or his designee to be relevant to an applicant's probable job performance. For all bargaining unit vacancies, a 20% to 50% weighting factor shall be assigned to previous job-related experience, and up to a 10% weighting factor shall be assigned to a department head's performance evaluation for work (or letter of recommendation addressing performance issues) dated within the one (1) year period immediately preceding the posting. Bargaining unit members who do not have recent (within one year prior to the posting) positive evaluations, but have no negative evaluations or discipline in the previous year will receive 5% for the evaluation category. (For purposes of this section, disciplinary action shall only include written reprimands, suspensions, demotions or discharge.)

Names of qualified applicants shall be ranked on eligibility lists in the order determined by the scores received by the applicants under the appropriate weighting system with a combined score on the weighting system of 70% being the minimum passing score. The weighting factors designated to fill a position will be the same for an open competitive process as they were for the immediately preceding internal posting process.

- (b) The department head, following the internal posting, may call for an open competitive examination or may appoint, with the approval of the City Manager, from those employees who have applied relying on either examinations and/or interviews only.
- (c) The Director of Human Resources and the department head will review personally all recommendations for appointment or promotion to vacancies within the unit to assure compliance with Subsection (b) above.
- (d) All vacancies will be filled under normal circumstances within sixty (60) days. The Association will be notified in those cases where the Employer is unable to fill a vacancy in the normal time span. The Employer retains the right to determine whether a vacancy is to be filled. If the Employer determines that it will not fill a vacancy, then it will notify the Association within thirty (30) calendar days of the determination that it will not fill the vacancy.
- (e) When an employee is awarded a job under this section after the ratification of this Agreement, he shall be on a job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one thousand forty (1,040) actual hours of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job. If a job requires a driver's license and State law requires certain endorsements and an employee cannot obtain said license or endorsement or loses them, he shall be removed from the classification and be allowed to bump into any lower or equal job for which he has the then present ability and or licenses to perform in the same manner as if he had been laid off. If a job specification or State law requires a certain job-related license or certificate, the employee must possess said license or certificate on the date specified by the Employer.

- (f) Any employee, who is awarded a job under the procedure set forth in this Section, shall not be awarded another job, the rate range of which is equal to or less, under this promotional procedure during the next succeeding six (6) months. Any employee, who is removed from a job classification for which he had applied because of his inability to satisfactorily perform the requirements thereof, as provided in subsection (f) above, shall be ineligible to bid on another job during the three (3) month period following the date of the setback. Any employee who bids on a job, is awarded the same and refuses said job shall not be eligible to bid on another job for one (1) year.

Section 5.9: Temporary Transfers. The Employer shall have the right to transfer employees regardless of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees regardless of their seniority status to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise for a period of not to exceed forty-five (45) consecutive regularly scheduled working days.

When an employee is temporarily transferred from one job classification to another, he shall continue to be paid the rate of pay to which he is entitled in his permanent job classification, unless he is transferred for a period of more than one (1) hour (cumulatively during a single work shift) to a job classification for which the maximum of the rate range is higher, in which event he shall be paid for the duration of such transfer the salary rate of the higher class, as if he had been permanently promoted to said job.

Section 5.10: Transfers Outside the Bargaining Unit. When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall not continue to accumulate seniority for a period of six (6) months after said promotion or transfer. If, during said six (6) month period, the employee is removed from such supervisory or other job with the Employer for any reason other than discharge for reasons considered valid under this Agreement, such employee shall be allowed to exercise his seniority to return to a job within the bargaining unit, assuming said job is intended to be filled by the Employer, and he has the then present ability to satisfactorily perform all such job requirements, and seniority permitting. If an employee is removed after six (6) months, he shall have no right to return to the unit.

ARTICLE 6 – LEAVES OF ABSENCE

Section 6.1: Special Leave. The Employer may grant special leaves of absence without pay to an employee, who has completed his probationary period, as follows:

- (a) The department head in his sole discretion may authorize an employee to be absent for a period of not to exceed thirty (30) calendar days for personal reasons.
- (b) In addition, the City Manager in his sole discretion may authorize an employee to be absent for any period or periods not to exceed ninety (90) calendar days in any consecutive twelve (12) month period.
- (c) Employees who have exhausted all accumulated sick leave, vacation leave, and special leave if granted, shall be terminated from employment. An employee who is absent from work due to illness or injury whether work-related or non-work-related for twenty-four (24) continuous months shall be terminated.

Section 6.2: Sick Leave. Effective with the initial date of employment, every seniority employee (post probationary period as per Section 5.2) shall be granted eight (8) hour sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, pregnancy or injury, or when quarantined (except as noted in Section 6.2(g)). The immediate family for this purpose shall be defined as an employee's current spouse, children, father or step-father (not both), mother or step-mother (not both), brother, sister, current parents-in-laws, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the department head. It is understood and agreed that sick leave will not be abused.

- (a) Reporting Absences. The employee is responsible to notify his supervisor prior to the start of his shift, or as soon thereafter as the employee's circumstances permit, if he is going to be absent. The employee must call in each day of absence, unless prior arrangements have been made for extended absences. Failure to call in the absence within 30 minutes of the start of the shift may result in the absence being considered unexcused. The department head may make exceptions to the call in deadline in extraordinary circumstances.

When the employee calls in to report an absence, he will explain the reason for his absence and the length of time he expects to be away from work. Such information shall be left with the supervisor or such other individual(s) as the department head has designated.

If an employee is unable to call in his absence, a family member shall make the call on his behalf. As soon as the employee is able, he should contact his department head or supervisor personally.

Department heads must ensure that employees' explanations for absences are maintained as a written record in accordance with HIPAA.

Department heads or supervisors will advise employees as to the least disruptive times of the day/week to schedule medical appointments, to facilitate the employee in making appointments that will not significantly affect the operation. Such times may differ by work group and/or by season.

- (b) Documentation Requirements. Employees are required to document absences under all of the following circumstances:

1. All sick leave events of more than three (3) consecutive days.
2. All sick leave events following five (5) undocumented sick leave events in a 12 month period preceding the current event (rolling 12 month calendar).
3. After the employee has been verbally warned concerning use of sick leave benefits.
4. After an employee has been found responsible for sick leave abuse and has not been terminated.
5. All sick leave events adjacent to holidays and scheduled vacation days if inappropriate pattern of absence has been established for the employee.

- (c) Management Intervention. In administering the disciplinary action, the department heads retain the sole right and authority to evaluate the sick leave records of the employees and to take into account extenuating circumstances. Such extenuating circumstances may include, the reasons for absence, the employee's length of service, the employee's past attendance and performance records, and whether the sick leave events are related to a FMLA leave which was exhausted during the previous twelve (12) month period.

If the department head finds an employee has used sick leave excessively, abused sick leave, had an inappropriate pattern of absences and/or has been absent without appropriate excuse or call-in, the department head will warn and/or discipline the employee, as appropriate for the facts and circumstances.

- (d) In order to accumulate sick leave for any given month, the employee must actually work or be on vacation for eighty (80) or more hours in said month.
- (e) An employee, who makes a false claim for paid sick leave, shall be subject to disciplinary action up to dismissal depending upon the circumstances involved.
- (f) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor to another party, except as he may be eligible for the benefits of the Family and Medical Leave Act (FMLA). Similarly, absences for medical appointments associated with employment for another (current or potential) employer shall not be compensable as paid sick leave.
- (g) If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement System (ERS), the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave. However, all future sick leave banks shall be capped at 1,440 hours (180) days for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.
- (h) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers Compensation Act, the employee shall be paid his regular wage, not to exceed eight (8) hours per day at his regular straight time hour rate during the qualification period for workers' compensation (first seven (7) days). Once the employee has qualified to receive workers' compensation payments, beginning the eighth (8th) day, he shall receive no further payments from the City and thus the employee shall receive only workers' compensation payments. It is understood and agreed that an employee shall not receive both wages and workers' compensation payments for the same period of time, thus once an employee qualifies for workers' compensation payments, and as a result of said qualification, receives payments for lost hours of work which have already been paid by the City, the employee shall endorse over to the City his workers' compensation payment. This prohibition shall not preclude an employee from electing to be paid the difference between his worker's compensation payment and his regular wages [one (1) day per week or 1.5 hours per day] from his sick leave bank, provided the employee makes the election in writing.

- (i) Sick leave may be used for family illness. Use of sick leave for family illness will be considered the same as use for personal illness for purposes of determining excess use or patterns of abuse. However, nothing herein shall limit any rights an employee may have under the Family and Medical Leave Act (FMLA).
- (j) The following additional definitions shall apply:

“Absence” is the failure of an employee to report on the job during regularly scheduled working hours.

“Documented Sick Leave Event” is the use of sick leave due to an illness or injury that is verified by a statement from a medical professional.

“Excessive Sick Leave Use” is the use of sick leave in excess of five (5) sick leave events in any twelve (12) month period and/or sick leave use in excess of the employee’s accumulated sick leave bank if the employee has been employed for longer than 12 months. An employee may be verbally warned following four (4) sick leave events in any 12 month period. For purposes of this policy, leaves granted pursuant to the Family and Medical Leave Act of 1993 (FMLA) will not be considered in evaluating excessive sick leave use.

“Excused Absences” are absences approved by department heads.

“Inappropriate Patterns of Absence” include set patterns of sick leave use, such as absences which routinely fall the day before or following a day off work (weekends, holidays, scheduled vacation, etc.); or which routinely occur in association with a personal event (example: the day after weekly bowling league participation) or a work event (example: the monthly deadline for a work project).

“Sick Leave Abuse” includes falsification and/or attempts to manipulate time off without a valid reason of sickness or injury. Employees found to have abused the sick leave benefit will be disciplined for the first offense, consistent with a “falsification of record” offense.

“Sick Leave Event” is the use of sick leave for time off work:

1. Consecutive days off due to the same illness or injury shall count as one (1) event.
2. Verified doctor, dentist and other medically-related appointments which are approved in advance, take less than two (2) hours and are at a time which is least disruptive to the employee’s work will not be considered a sick leave event (“exempt appointments”).
3. Verified medically-related appointments which exceed two (2) hours, or which are scheduled without consideration to what time an absence is least disruptive to the operation, will be considered cumulatively as one (1) sick leave event until eight (8) hours is accumulated for such appointments. Such medically-related appointments which exceed the eight (8) hour total will be charged as separate sick leave events.

4. Sick leave used for bereavement for an immediate family member, in accordance with the terms of the contract, shall not be considered a sick leave event.

“Unexcused Absences” are those, except for unforeseen injury or illness, which have not been approved by the department head for reasons such as lack of required documentation, failure to call in the absence, etc. Unexcused absences will not be compensated without a finding of extenuating circumstances by the department head, and may be the basis for disciplinary action as appropriate.

Section 6.3: Military Leave. Military leave shall be granted employees as follows:

Any employee, who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year. During such leave, the City shall pay the difference, if any, between regular City pay and military pay. This computation will not include military week-end pay. Such leave of fifteen (15) calendar days shall also be granted to employees who are called to or volunteer for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.

Section 6.4: Jury Duty Leave. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 6.5: Funeral Leave. Regular, non-probationary employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for a day necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral, cremation or interment service of a member of their immediate family. Additional days may be allowed upon approval of the department head and said additional days shall be deducted from sick leave. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, father or step-father (not both), mother or step-mother (not both), brother, sister, or parents-in-law, grandparents and grandchildren. Additionally, employees may use one (1) sick leave day to attend the funeral, cremation or interment service of a brother-in-law or sister-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral, cremation or interment service and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

Section 6.6: Family and Medical Leave. Employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Employer's published FMLA policy. The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks without loss of Employer-paid health benefits. Eligible employees taking FMLA leave will be allowed to use accumulated sick leave and vacation leave during the FMLA leave as detailed below. Use of such paid leave time shall be concurrent with the twelve-week FMLA benefit period. Upon return from the FMLA leave the employee will be restored to a comparable position, in accordance with the Act. Additional information regarding FMLA leaves is available from the Human Resources Department.

- (a) Documentation: Applications for leave must be submitted in writing thirty (30) days in advance of the commencement of the leave, or as soon as possible when thirty (30) day notice is not possible. Appropriate documentation to confirm the appropriateness of the leave and approximate duration of the leave will be required. Family leave application forms are available in the Human Resources Department.
- (b) Eligibility: To be eligible, employees must have worked for the City for at least twelve (12) months, including at least 1250 hours during the twelve months immediately preceding the commencement of the leave.
- (c) Reasons for leave: Eligible employees may use FMLA leaves for the birth of the employee's child; as parental leave to care for a newly adopted child (during the first twelve (12) months of adoption placement) or a child not yet twelve (12) months old; to care for the employee's spouse, child, or parent with a serious health condition; or while the employee is unable to work due to a serious health condition.
- (d) In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.
- (e) Use of leave banks:
 - (1) Health Related Leaves: Unless the employee is eligible for benefits pursuant to the worker's compensation statute, in all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use his unused sick leave credits. If the employee uses all his accrued unused sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued unused vacation time off until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.
 - (2) Parental Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

- (f) Medical verification: For all qualifying absences involving the serious health condition of the eligible employee or his family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

ARTICLE 7 – HOURS

Section 7.1: Work Day and Work Week. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day.

- (a) It is understood and agreed that certain operations within the Treatment Plants & Facilities Division work a twelve (12) hour work schedule that may be maintained for the duration of this Agreement. The schedule shall be as follows:

The first shift, manned by operators A and C shall be on duty from 6:00 AM to 6:00 PM with their work period beginning at 2:00 PM each Tuesday, transferring to second shift each four (4) weeks. The second shift, manned by operators B and D shall be on duty from 6:00 AM with their work period beginning at 2:00 AM each Wednesday, transferring to first shift each four (4) weeks.

The first shift shall have a relief operator, E or F, work from 6:00 AM Monday to 2:00 PM Monday on an eight (8) hour shift.

Operators A, B, C, and D shall work a total of forty (40) hours in a continuous 168-hour period.

Relief operators E and F shall work a total of forty (40) hours in a continuous 168-hour period on eight (8) hours shifts of 6:00 AM to 2:00 PM on Monday and as Maintenance Mechanics from 7:00 AM to 3:30 PM, with a one-half hour lunch period on Tuesday through Friday inclusive and Saturday and Sunday as scheduled days off work.

- (b) It is expressly understood and agreed that should any of the present work schedules be determined not to comply with the State or Federal wage and hour laws, including the overtime portions thereof, the City may amend said work schedules so as to comply with said laws.

Section 7.2: Break Periods. Employees shall be required to be at their job station and ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, except for their unpaid lunch period and except for the following periods:

- (a) Employees shall be entitled to a fifteen (15) minute break at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift at a time designated by the Employer, but shall be required to remain at work until the start of such break period and be back at their work stations and resume work at the end of such break period.

- (b) Where overtime extends the regular work day at either its beginning or end, there shall be a fifteen (15) minute coffee break for each two (2) hours worked beyond the regularly assigned eight (8) hour shift.
- (c) Unit I employees shall be entitled to a five (5) minute wash-up period immediately prior to the start of their unpaid lunch period.

Section 7.3: Overtime. Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day.

- (a) Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all hours worked on Saturday, except in case of employees working in classifications for which the normal workweek includes Saturday.
- (b) Employees working in classifications whose normal workweek includes Saturday shall be paid time and one-half (1½) their regular hourly rate of pay for all hours worked on the sixth (6th) consecutive day of their workweek.
- (c) Employees working in the Treatment Plants shall be paid overtime in accordance with the following: Employees working twelve (12) hour schedule will receive time and one half (1 1/2) their regular hourly rate of pay for all hours worked and paid on their first and third scheduled days off.
- (d) When overtime work is scheduled, the Employer will endeavor to give the employee involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and department, where the overtime work occurs among employees who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work. Overtime opportunities will be offered to employees in the appropriate bargaining unit classification and applicable department/division before overtime opportunities are extended to seasonal and/or temporary employees.
- (e) The Employer shall determine which work is to be performed on an overtime basis. When the Employer determines that work is to be performed in an overtime basis and the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and, when the employer deems it is practical, will be offered first to the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period. Overtime which is an extension of the work shift may, at the City's discretion be completed by the employee who started said task.

Section 7.4: Double Time. Double the employee's regular hourly rate of pay will be paid for all hours worked on a Sunday, except in case of employees working in classifications for which the normal work week includes Sunday.

- (a) Employees working in classifications whose normal work week includes Sunday shall be paid two (2) times their regular hourly rate of pay for all hours worked on the seventh (7th) consecutive day.

- (b) Employees working in the Treatment Plants shall be paid double time for all hours actually worked in accordance with the following: when a qualified employee working a twelve (12) hour shift works on any day celebrated as a holiday, he shall be paid two (2) times his straight time hourly rate for the first eight (8) hours so worked in addition to eight (8) hours holiday pay and his regular straight time hourly rate for the remaining four (4) hours. Additionally, he shall be paid for said hours on the employees second scheduled work day off

Section 7.5: Overtime Work Requirements. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. Employees who fail to work the required overtime shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. In the case of overtime which has been planned twenty-four (24) hours or more in advance of work, employees scheduled for such work shall be given not less than four (4) hours advance notice.

- (a) Job Classification Overtime. Prior to October 1 of each year, the Employer will post a bulletin for each job classification within the respective departments and employees may indicate their desire to be called for overtime work in their classification. Employees who sign this voluntary overtime posting shall be placed on this voluntary overtime list. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign the voluntary list shall have no right to work overtime under this subsection, unless the required manpower cannot be obtained from the voluntary list. Regular, full-time employees hired, transferred, promoted or bumped into a classification after the posting of the overtime list may sign said list after they have become qualified.

In obtaining workers for overtime work, within a given classification, the Employer will call the volunteer list in rotation. If on a given occasion an employee, who is next in rotation on the overtime list, is not given the opportunity to work available overtime hours, he shall be offered the next overtime opportunity, but in no case shall be paid for work not performed. Should it become necessary to go beyond the volunteer overtime list to make up a needed crew, the least senior employee not on the volunteer list capable of doing the job shall be called and shall be required to report in for work.

Employees, who sign the volunteer overtime list and who refuse or fail to report for said overtime when contacted more than two (2) times, shall have their name removed from the list. Employees, who sign the voluntary overtime list and are unavailable to report for said overtime because they cannot be reached for more than four (4) times, shall have their name removed from the list. An employee who has placed his name on the volunteer list may remove his name from said list. However, once he removes his name, he may not again sign said list until the following October posting.

- (b) Treatment Plant Overtime Procedure. For purposes of overtime at the treatment plants there shall be a list maintained by the Employer containing the names of all persons holding the classifications of Treatment Plant Operator and Treatment Plant Mechanic/Relief Operator. The first name on the list shall be the name of the person with the least amount of overtime recorded with the last name on the list being that of the person with the most amount of overtime recorded. "Overtime recorded" shall be defined as the number of hours actually paid an employee for working overtime as well

as the number of hours an employee would have actually been paid if he had worked overtime which was offered but which he declined on a voluntary basis.

When the Employer determines that overtime is necessary, the Employer will call the first name on the list of the persons available to work and offer that assignment to that person. If that person refuses, the Employer will then call the next name on the list of the person that is eligible to work overtime and offer the assignment to that person. The process will continue until the list is exhausted. If the Employer is unable to find a person who volunteers to work overtime, then the Employer shall have the right to require a person to work, according to the following procedure:

In the event it becomes necessary to require a person to work overtime due to the fact that no one volunteers, the Employer shall use the seniority list in inverse order starting with the person with the least amount of seniority and who is eligible to work being required to work. The next time there are no volunteers to accept the overtime assignment, the person with the second lowest seniority and eligible to work shall be required to work the overtime. This procedure of progressing through the seniority list in inverse order shall continue until all employees holding either of these classifications have been required to work an overtime assignment, then the sequence shall repeat itself. The intent is that over a period of time everyone in these two classifications shall have an equal obligation of being required to work overtime.

The Employer will make every effort to maintain a forty (40) hour work week for employees in these classifications, but this does not constitute a guarantee that this will always be possible with the work schedules presently being utilized. The Association shall have access to the overtime lists.

Section 7.6: Flexible Work Hours for Office Personnel. Flexible work hours for City MAPE office personnel may be scheduled in accordance with Administrative Regulation No. 31.

Section 7.7: Schedule Changes. Schedule changes will be made, insofar as possible, only after the following steps have been followed (as applicable):

- (a) A minimum of ten (10) working days advance notice will be given to affected employees in non-emergency situations;
- (b) Qualified volunteers will be sought prior to making involuntary assignments to a changed work schedule;
- (c) Low senior, qualified employees will be assigned to the changed work schedule if insufficient volunteers are available;
- (d) Long term (seasonal or longer) schedule changes involving Saturday and/or Sunday as a regular work day, in an operation other than the Waste Water Treatment Plant, Water Treatment Plant or Police Department, will be the subject of a Special Conference in advance between the Association leadership and the City's representatives;

- (e) In five-day operations, an employee will not have his schedule temporarily adjusted from a Monday through Friday schedule to include Saturday or Sunday as a regular workday to avoid the payment of overtime. This provision shall not be interpreted, however, as prohibiting the Employer from approving an employee request to temporarily reschedule his regularly scheduled weekday hours within the same pay week.
- (f) Schedule changes will allow at least an eight (8) hour rest period between the old and new schedule, unless the need for the schedule change could not reasonably be anticipated (example: if winter snow watch shifts must be commenced earlier than planned due to early severe weather).

ARTICLE 8 – WAGES

Section 8.1: Rates of Pay.

- (a) The job classifications, rate ranges, and incremental steps applicable thereto are set forth in Appendices A (job classifications) and B (wage scales), attached hereto and by this reference made a part hereof.
- (b) When promoted to a position in the next higher class grade, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 5% increase. When promoted to a position in a class grade two or more class grades higher, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 10% increase.

However, if the employee is scheduled to receive an anniversary step increase in the prior classification within ninety (90) days after the effective date of a promotion, the Employer will select the step rate for the promotion which is one step higher than the applicable standard stated above.
- (c) For purposes of determining dates for step increases, the anniversary date shall be defined as the month and day of the employee's last step increase. This will be true whether such date was based on the employee's original date of hire or on the date of a subsequent promotion.
- (d) Employees hired before July 1, 2012 shall be paid at the Tier 1 wage scale. However, anyone hired on or after July 1, 2012 shall be paid at the Tier 2 wage scale

Section 8.2: Creation of New Job Classifications. If, during the life of this Agreement, a new job classification is created or significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Association shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Association served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above

procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 8.3: Work Requirements. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to perform the job assigned.

Section 8.4: Call-In-Pay. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half (1½) his regular straight time hourly rate or shall be paid for actual time worked, commencing at the time of arrival to their regular reporting location or their assigned job site, at time and one-half (1½) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins not separated by three (3) hours. Employees called in to perform work on Sunday shall receive not less than three (3) hours of pay at two (2) times their regular straight time hourly rate or shall be paid for the actual hours worked at two (2) times their regular straight time hourly rate, whichever is greater. Employees called in to perform work on a day designated as a holiday in Article 9 of this Agreement shall receive not less than three (3) hours of pay at two (2) times their regular straight time hourly rate or shall be paid for the actual hours worked at two (2) times their regular straight time hourly rate, whichever is greater, in addition to their holiday pay specified in Section 9.2 of Article 9 of this Agreement.

An employee who is called in prior to his regular shift may request to be released early from his regular shift the same day. If such request is approved, the balance of the employee's regular shift will be approved leave without pay, unless the employee requests vacation leave.

Section 8.5: Reporting Pay. An employee, who reports for work at the start of his own regularly scheduled shift and is sent home because there is no work available for him, shall receive three (3) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work, he shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay in lieu thereof. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the Employer, is due to a civil disturbance, threat or rumor thereof, or due to the employee having been bumped by a senior employee, nor shall it apply if the employee has been advised in advance there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such three (3) hours period refuses to perform same.

Section 8.6: Time Clocks. It is understood and agreed that the Employer shall have the right to install time clocks and require their use during the term of this Agreement. Likewise, the Employer shall have the right to establish procedures necessary to monitor employee work time.

Section 8.7: On-Call Pay. Some members of the bargaining unit may be required to carry a cell phone provided by the Employer while off duty and expected to be available within a reasonable time period to report to work in response to such calls. Employees required to both carry such a device and be available for potential call-in will be paid a stipend of \$50.00 per week to carry the device and for responding to such calls. In the event that the employee must then report to work as a result of the call, the provisions in Section 8.4 shall apply from the time the individual leaves to report to work.

Section 8.8: Pyramiding Premium Rates. When more than one wage premium provision can be applied to hours worked, the employee's regular hourly rate will be supplemented by the single applicable premium that provides the employee with the highest hourly compensation for that period

of time. The only exceptions to this limitation will be the application of overtime (time and one-half) to: (1) extensions of a regular shift for which the employee was already entitled to shift premium and is needed to cover all or part of another regular shift, and (2) covering an extra (nonconsecutive) regular shift on an overtime basis, when that extra shift is regularly subject to a shift premium. In these situations both the shift premium and the time and one-half premiums will apply.

Section 8.9: Contractual Signing Stipend. In consideration of signing this labor agreement dated July 1, 2016 through June 30, 2020, the Employer will pay each member a sum of \$800 to be considered a one-time non-cumulative/non-FAC eligible stipend to be paid during the second pay period following the ratification of this agreement.

ARTICLE 9 – HOLIDAYS

Section 9.1: Holidays. The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day (federally observed), Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day and Christmas Day. Additionally, any additional days granted by the City Manager shall be considered employee appreciate days and not counted as holidays.

Section 9.2: Holiday Pay. Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such.

Section 9.3: Holiday Qualification. To qualify for holiday pay under this Article, an employee must be a regular, full-time employee, who has actually worked a minimum of one thousand forty (1,040) hours as of the time the holiday occurs, and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day he was scheduled to work following the holiday, except in cases where the employee's absence on such day or days is due to the fact that such day(s) occur during his regularly scheduled vacation, or unless he presents an excuse acceptable to his department head. Overtime may not be used towards satisfying this requirement.

It is understood and agreed that an employee who receives a disciplinary suspension, which includes a given holiday(s), shall not be entitled to holiday pay.

If the reason for absence on the scheduled work day before or after a designated holiday is claimed illness, the employee must present medical certification that the employee was ill and unable to work on the day(s) of absence.

Section 9.4: Work Performed While on a Holiday. When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid two (2) times his straight time hourly rate for the hours so worked in addition to the holiday pay specified in Section 9.2 above, except for Treatment Plant Operators who shall be paid in accordance with Section 7.5(b). Holiday premium rates will be paid for hours worked between 12:01 A.M. and 12:00 midnight. If a probationary employee works on any day celebrated as a holiday, he shall not be entitled to holiday premium pay, but shall receive his regular straight time hourly rate.

Section 9.5: Celebration of Holiday. When a holiday occurs on a Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday occurs on a Sunday, the following Monday shall be celebrated as the holiday. For those classifications where employees normally work Saturday

and Sunday as part of their work schedules, except as provided below, the holiday will be celebrated on the day it actually occurs.

For Treatment Plant Operators working on a 28-day cycle, if a holiday occurs on the first scheduled day off during a two-day off period, the holiday shall be celebrated on his last scheduled work day. If the holiday occurs on his second scheduled day off, the holiday shall be celebrated on his first scheduled day to work after the holiday. During a scheduled three (3) day off period, if a holiday falls on the first or second scheduled day off, such holiday shall be celebrated on the last scheduled work day. If the holiday falls on his third scheduled day off, it shall be celebrated on his first scheduled work day following the holiday.

An employee who actually works a day celebrated as a holiday as described above, shall be paid in accordance with Section 9.4 of Article 9 of the Agreement.

Section 9.6: Holiday During Vacation. If a paid holiday occurs during a qualified employee's paid vacation, it shall not be counted as a day of vacation.

ARTICLE 10 – VACATIONS

Section 10.1: Vacation Eligibility. Employees, who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.
- (b) An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety-six (96) hours of vacation with pay.
- (c) An employee who, during the calendar year, will have completed seven (7) but less than ten (10) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.
- (d) An employee who, during the calendar year, will have completed ten (10) but less than fifteen (15) years of continuous service with the employer, since his last hiring date, shall receive one hundred forty-four (144) hours of vacation with pay.
- (e) An employee who, during the calendar year, will have completed fifteen (15) but less than twenty (20) years of continuous service with the Employer, since his last hiring date, shall receive one hundred-sixty (160) hours of vacation with pay.
- (f) An employee who, during the calendar year, will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive one hundred-eighty four (184) hours of vacation with pay.

Section 10.2: Vacation Accrual and Carry Over.

Years of Service	Vacation Accrual	Annual Carryover
Up to 5 years	Quarterly	The prior 6 months of accrual up to a maximum of 1 years accrual
Between 5 and up to 7 years	January 1 st of each calendar year	Additional 40 hours above and beyond the annual accrual
7 or more years		Additional 80 hours above and beyond the annual accrual

Vacation requests may be submitted in advance of the accrual, however, the vacation shall not be taken unless there is adequate time in the bank or a special request is approved by the department head.

Section 10.3: Vacation Pay. A day of vacation pay as provided for in Section 10.1 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation, except that Treatment Plant Operators shall be paid in accordance with Section 7.5(b).

Section 10.4: Vacation Scheduling. The department head shall determine the number of employees who can be assigned for vacation purposes at any one time in order to ensure that the manpower and workload requirements are maintained. Vacation leave shall be granted giving preference to seniority employees. In the event two (2) or more employees desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. In order to exercise seniority rights for vacation selection, the employee should submit his request by March 1 each year. Later requests for vacation selection will be considered on a first come—first served basis. Such leave may normally be granted in periods of not less than eight (8) hours and not more than the maximum accumulation allowed. Department heads have discretion to grant vacation in periods of less than eight (8) hours. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

Section 10.5: Vacation Pay at Termination. If an employee who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated on or after the subsequent accrual date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified (i.e. all carryover vacation). However, during an employee's last year of service they shall be paid at a pro-rated amount for each month of service (beginning on January 1) through their last day (i.e. if an employee quits four (4) months into that last year they shall be paid for 4/12 of their total annual accrued vacation time).

Section 10.6: Vacation Usage as Sick Leave. When an employee has exhausted his sick leave credits, he may use any accumulated unused vacation days for purposes of sickness, injury or disability.

ARTICLE 11 – SHIFT PREMIUM

Section 11.1: Shift Premium. A shift premium of fifty cents (\$.50) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second shift for all hours worked on said shift. A shift premium of seventy cents (\$.70) per hour in addition

to the employee's regular hourly rate will be paid to all employees who are scheduled to work the third shift for all hours worked on said shift. In no case shall this provision provide for pyramiding of shift premiums and/or overtime.

The first shift shall be a shift which starts between the hours of 5:00 AM and 12:00 Noon. The second shift shall start between the hours of 12:00 noon and 8:00 PM and the third shift shall start between the hours of 8:00 PM and 5:00 AM.

ARTICLE 12 – INSURANCE

Section 12.1: Medical - Current Employees. The Employer shall provide a medical, surgical and hospitalization plan, and a drug plan for all regular full-time employees, including spouses and dependent children under twenty-six (26) years of age. All employees are eligible to participate in the Employer's high deductible health care plan. Employees participating in the City's high deductible plan will share the cost of the deductible as follows: \$500 Employee/\$4,500 City for single or \$1,000 Employee/\$9,000 City for two person or family coverage. All employees shall pay twenty percent (20%) of the premium costs for medical plans (including prescription drug coverage). However, effective July 1, 2016 all MAPE employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a tobacco free workforce by measuring for cotinine (max. 20 ng/ml). Unless an employee chooses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid urine test to determine the presence of cotinine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered as deemed necessary by the employer. Upon receiving a negative urine test result (i.e. no more than 20 ng/ml of cotinine), employees will be entered into the reimbursement program for a one (1) year individual membership at the gym of their choosing in an amount up to their actual costs but not to exceed \$30/month. However, a positive urine test result (over 20 ng/ml), along with all those choosing to opt out, but excludes those that can provide a valid prescription and/or receipt for a smoking cessation program which may result in a positive test result (i.e. Nicorette gum or the like), will result in having to pay the following additional amount towards that year's health insurance premium:

Fiscal Year 2016/2017	5%
Fiscal Year 2017/2018	10%
Fiscal Year 2018/2019	20%
Fiscal Year 2019/2020	25%

An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every year, unless recommended by the Department Head and approved by the City Manager. Additionally, employees seeking eligibility for the gym membership will only be reimbursed up to \$30/month after demonstrating, via a facility usage report, no less than fifty-two (52) visits every six (6) months during the fiscal year.

In the event of non-duty disability of an employee with resulting incapacity to work, the Employer will pay no more than eighty (80%) of the premiums on health insurance (including prescription drug coverage) and shall continue to pay premiums on life insurance only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during non-duty disability, whichever period is the greater.

Section 12.2: Medical - Duty-Disability Retirees. Duty disability retirees are those employees approved by the Employees Retirement System (ERS) as duty disability retirees who are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson. Employees hired before July 1, 2012 who retire on a duty disability pension and who are eligible for health insurance in retirement will be offered a health insurance plan that is comparable to that offered to active employees. To be eligible for health insurance benefits as a duty-disability retiree, the employee (hired before July 1, 2012) must comply with the requirements outlined in appendix D, but excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq.) and excluding service time purchased pursuant to the Employees Retirement System Ordinance (Jackson City Code, 2-501, et seq.).

Such insurance shall also cover the spouse and dependent children under twenty-six (26) years of age who are dependent at the time of retirement. The above specified insurance coverage and the Employer's liability for the premium share thereon shall cease if the retired employee accepts employment with another employer who provides health insurance coverage reasonably comparable to that specified above; or, if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of up to \$250 per month for the retiree or up to \$450 per month for the eligible retiree and spouse or the retiree may receive this stipend to purchase supplemental coverage. For Medicare eligible retirees hired before July 1, 2012, the City may pay \$100 stipend per month for the retiree or \$200 for the eligible retiree and spouse in lieu of prescription drug coverage.

An employee who retires on a duty-disability pension on or after July 1, 1990 and is eligible for health insurance in retirement, and subsequently ceases to be covered by the Employer's insurance because of his employment or his spouse's employment and resulting insurance may upon termination of such coverage elsewhere, re-enter the insurance coverage as specified in this section.

If a retiree, whose insurance premium is being paid in full or part by the Employer, should subsequently expire, the insurance coverage as provided for his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

When an employee who retires on or after July 1, 2008 reaches an age or otherwise becomes eligible for Medicare coverage, he shall apply for one of the Medicare Supplementary coverage options described in Section 12.3.

Section 12.3: Medical - Non-Duty Disability and Service Retirees.

- (a) Retirees Hired Before July 1, 2012 - Pre- age 65 employees hired before July 1, 2012 and who retire during the term of this Agreement shall be offered a health insurance plan that is comparable to that offered to active employees. The employer shall provide access to retiree

health insurance for eligible employees hired before July 1, 2012 when they become non-duty disability and service retirees (including their spouses) at the time of retirement and their dependent children under twenty-six (26) years of age, and as otherwise provided in this section. Employees who terminate service before they are eligible to receive a City of Jackson service retirement pension, for a reason other than disability (i.e., "deferred retirees") are not eligible to participate in any health insurance plan provided by the City to its retirees.

To be eligible for health insurance benefits as a service retiree, the employee must have been hired before July 1, 2012 and must meet one of the requirements outlined in Appendix D, but excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq) and excluding service time purchased pursuant to the Employees Retirement System Ordinance (Jackson City Code, 2-501, et seq).

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of up to \$250 per month for the retiree or up to \$450 per month for the eligible retiree and spouse or the retiree may receive this stipend to purchase alternate coverage. For Medicare eligible retirees hired before July 1, 2012, the City shall pay \$100 stipend per month for the retiree or \$200 for the eligible retiree and spouse in lieu of prescription drug coverage.

The applicable insurance coverage and the City's liability to pay for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is/was employed and the spouse's employer provides health insurance coverage reasonably comparable to that provided by the City. An eligible retiree may reenter the City-provided insurance program if he discontinues City-provided insurance because he was eligible for comparable insurance coverage through his employment or his spouse's employment, and such other insurance coverage is subsequently terminated.

If a retiree whose insurance premium is being paid by the City should expire, the retiree's surviving spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefit. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis.

The City retains the right to change insurance providers and make minor adjustments in coverage and/or offer more than one insurance option.

Additional terms and conditions for retiree health insurance coverage are dependent upon employment and/or retirement dates, as provided below.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

- (b) Retiree Health for Employees Hired on or After July 1, 2012 - All employees hired on or after 7/1/2012 (or thereafter, at such time as the Retiree Health Savings Plan is implemented), will not be eligible for health insurance in retirement. They will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer shall contribute \$1750 annually to be increased \$100 every five (5) years. The Employee shall contribute \$750 annually, to be increased \$50 every five (5) years. Employees participating in

the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

Section 12.4. Cash in Lieu of Health Insurance All Duty Disability, Non Duty Disability and Service Retirees Hired Prior to July 1, 2012

All duty disability, non-duty disability and service retirees who are eligible for retiree health insurance, and who have alternative coverage through another employer or spouse's employer are eligible to receive prorated monthly payments in lieu of health insurance at the rate of 1/12 of the annual amounts that active employees may receive as cash in lieu of health insurance until Medicare eligible is as follows:

If eligible for full-family coverage - \$2200 annually
If eligible for two person coverage - \$1850 annually
If eligible for one-person coverage - \$1500 annually

Section 12.5: Prescription Drug Rider for Retirees. The Employer may offer a prescription drug benefit to bargaining unit employees, who retire on or after July 1, 1987, and who are immediately eligible for a duty disability, non-duty disability or service (not deferred) retirement benefit from the Employer. The Employer retains the discretion to offer, amend and discontinue this benefit each year. Effective July 1, 2007, members of this retiree group who are not yet Medicare-eligible will be offered three years of prescription drug coverage, commencing July 1, 2007 or when the retiree first retires and is eligible for City-partially paid health insurance benefits. For Medicare-eligible members of the unit who retire on or after July 1, 2007 and who are eligible for retiree health insurance benefits, the Employer will pay the eligible retiree a stipend of \$100 per month (\$200 for eligible retiree and spouse) in lieu of prescription drug coverage.

Section 12.6: Life Insurance. The Employer will provide all eligible regular full time employees with term life insurance equal to one times their annual earnings, but in no case shall it be less than \$40,000 or more than \$125,000, rounded to the next highest multiple of \$1,000, and at no cost to the employee. If the employee wishes to have additional life insurance coverage it shall be at their expense. The Employer will likewise provide for payment of five thousand (\$5,000) dollars accidental death and dismemberment benefit for any employee killed and/or dismembered in the performance of his duties with the City of Jackson.

Section 12.7: Dental/Optical Reimbursement. Effective July 1, 2008, the Employer will reimburse active employees for proven dental and/or optical expenses, not to exceed seven hundred fifty dollars (\$750) combined in any given contract year, for the employee, his spouse and dependent children. There shall be no carryover of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source, i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the Employer reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or optical expenses shall require the employee's certification that the coverage is not available from any other source.

Section 12.8: Long-Term Disability. The City agrees to furnish and pay for the cost of a Long-Term Disability Policy for all employees. The benefit level shall be 60% of employee's salary with a benefit duration to age 65 or Social Security Normal Retirement Age (whichever is longer), with a 90-day elimination period. The policy shall be guaranteed issue subject to the 3/12 preexisting

clause. The exact terms and conditions shall be subject to the written policy with a maximum monthly benefit currently set at \$6,250.

Section 12.9: Cash In Lieu of Health Insurance for Active Employees

MAPE members electing not to participate in a health insurance plan will be eligible for the following annual payments:

If eligible for full-family coverage	\$2,200
If eligible for two-person coverage	\$1,850
If eligible for one-person coverage	\$1,500

Section 12.10: Modifications to Coverage Due to Changes to the Affordable Care Act (ACA). The City shall have the right to modify health benefits provided for in this agreement to avoid penalties, taxes, fines, or other increased costs as a result of requirements of the ACA, “Cadillac Tax”. Any modifications pursuant to this paragraph will be limited to changes necessary for compliance with the Act and reasonable/ good faith efforts shall be made to coordinate with the Union in advance of implementing such changes.

ARTICLE 13 – PENSION PLAN

Section 13.1: Retirement Plan Eligibility. All employees eligible for membership in the City of Jackson Employees Retirement System shall come under the terms of said Retirement System and the following table:

Requirements for those retiring on or before December 31, 2021:	
	10 years of service and 60 years of age 25 years of service and 58 years of age 30 years of service and any age
Requirements for those retiring on or after January 1, 2022 and hired before June 30, 2016:	
	10 years of service and 65 years of age 25 years of service and 62 years of age 30 years of service and 56 years of age
Requirements for those hired on or after July 1, 2016:	
	10 years of service and 65 years of age 37 years of service and any age

Section 13.2: Retirement Plan. Members of the Union who retire under provisions of the Employee Retirement System (ERS) shall have their final average compensation (FAC) calculated as follows:

Employees retiring on or before October 31, 2024 shall have their FAC calculated based upon the highest three (3) years in the last ten (10) years.

Employees retiring after October 31, 2024 shall have their FAC calculated based upon the average of their last five (5) years of service with the City.

Under no circumstances shall the employee’s annual pension equate to more than 72% of the FAC.

Retirement Plan for Members Hired On or After July 1, 2012

All employees hired on or after July 1, 2012 shall become members of both the defined benefit pension system (Employees Retirement System (ERS)) and the defined contribution pension system

(which constitutes a hybrid pension system). Employees hired on or after July 1, 2012 shall have a pension multiplier for ERS service retirement of 1.25% of the final average compensation (FAC) in accordance with the ERS plan requirements. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). Member contributions required by the actuary shall be split equally between the employees and the Employer for the defined benefit pension plan. For the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of fourteen percent (14%).

Retirement Plan for Members Hired Before July 1, 2012

All employees hired before July 1, 2012 are members of the defined benefit pension system (Employees Retirement System (ERS)). Such employees shall have a pension multiplier for ERS service retirement of 2.0% of the final average compensation (FAC) in accordance with the ERS plan requirements. Member contributions required by the actuary shall be split equally between the employees and the Employer for the defined benefit pension plan.

Annuity Withdrawal Pension Benefit Option

MAPE and the City have determined that it is in their mutual interest to allow eligible members of MAPE to elect withdrawal of their accumulated contributions and credited interest at the time of retirement and incur an actuarial reduction of the member's monthly retirement benefit. However, all such annuities shall be calculated at a discount rate that is no less than cost neutral (approximately 8%).

ARTICLE 14 – GENERAL

Section 14.1: Association Bulletin Boards. The Employer will provide the Association bulletin board space in each department and/or garage, to be used for the following purposes:

- (a) Notices of recreational and social events of the Association;
- (b) Notices of Association election;
- (c) Notices of results of Association elections;
- (d) Notices of meetings of the Association; and
- (e) Such other notices as receive the prior approval of the department heads.

Such space shall be identified with the name of the Association and the Association will designate persons responsible therefor and forthwith inform the City of the names of such persons.

Section 14.2: Transfer of Employees between Departments. It is understood and agreed that in case of emergencies, when a sufficient number of qualified employees are not readily available to handle such emergencies, qualified personnel from any department of the bargaining unit may be used interchangeably between departments for the duration of the emergency.

Section 14.3: Residency Requirement. Refer to the Introduction and Section XI-8, Special Salary Provisions, of the City's Personnel Policy for the residency requirements (stipend paid to those living within the City limits as well as those living within the downtown core); however, in the event that said policy should change, any Union members residing outside of the City limits will not be mandated to relocate.

Section 14.4: Fitness for Work. The Employer reserves the right to suspend or discharge employees who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if an examination performed by a medical doctor or psychiatrist of the Employer's choice at the Employer's expense reveals such physical or mental unfitness and such employee must submit to an examination and release of findings to the City or their refusal shall constitute grounds for discharge. Disputes regarding what constitutes a refusal may be subject to the grievance procedure, up to and including arbitration. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain an examination from a medical doctor or psychiatrist of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Association shall give the employee an examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Association. In the event an employee's seniority is terminated pursuant to this Article, he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department or division within the City and if he is employed by another department or division he shall retain all accrued benefits.

Section 14.5: Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 14.6: Safety Equipment and Uniforms. The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of work, such as safety vest, leather gloves, etc. The Employer shall furnish work uniforms for all employees occupying the classifications contained in Appendix A (Unit I). The Unit I employees shall receive one (1) change per day. Employees who are furnished a uniform must wear said uniform while working.

Section 14.7: Special Conference. Either party may initiate the scheduling of a special conference between representatives of the Association and the Employer to discuss topics of mutual concern which arise out of the application, interpretation or implementation of this agreement. Each party will determine the appropriate representatives to attend such special conferences, however, each will attempt to ensure that only those persons needed to facilitate discussions will attend. Such special conferences will generally be scheduled outside the work hours of the Association's employee representatives. However, if it is mutually beneficial to schedule these meetings during the work hours of the Association's employee representatives, two employee representatives may participate without pay. If the meetings are called by the Employer all Association employees shall attend without loss of pay. Arrangements for meetings will be coordinated by the MAPE president and the Director of Human Resources/designee. An agenda will be developed in advance of such meetings by the initiating party and will be distributed to all participants.

Section 14.8: Automobile Allowance. An officer or employee of the City, who is required and specifically authorized by the City Manager to use his personally-owned automobile in the conduct of City business, shall be paid monthly therefor at the rate determined by the internal revenue service as the appropriate per mile rate for tax purposes.

Such allowance shall be authorized only to inspectors, field engineering and maintenance personnel and others whose official duties require local travel. In the event of irregular or occasional necessity for travel with the use of a personally-owned automobile in the conduct of City business or other authorized travel, the department head, with the approval of the City Manager, shall authorize a mileage allowance using the IRS rate. The amount paid to the members of this bargaining unit for automobile allowance shall not be less than that paid to other City employees.

Section 14.9: City-Owned Vehicle. The Employer reserves the right to assign City-owned vehicles to those employees it deems necessary and to control and govern the use of said vehicles. The City likewise, in its sole discretion, can remove the use of a vehicle from any employee at any time.

Section 14.10: Association Visits. A representative of the Association shall be allowed to visit the premises of the Employer provided he gives prior advance notice of said visit and receives the permission of the Director of Human Resources.

Section 14.11: Non Unit Employees Working. No supervisory or other employee(s) of the Employer excluded from the terms of this Agreement shall be permitted to perform work normally performed by employees covered by this Agreement.

Non unit employees may perform the work necessary to instruct unit employees. Working foremen, who are members of the bargaining unit, shall not initiate disciplinary action against other members of the bargaining unit.

Non-unit employees may perform unit work in case of an emergency which can be cured or alleviated within not more than one hour of work by an excluded employee. In cases of emergencies, which require more than one hour of work, an excluded employee may perform the work until a regular unit employee can take over the work. Where work to be performed requires a special license and a bargaining unit employee does not possess the required license or is not available and a non-unit employee possesses said license, that work can be performed by a non-unit employee.

Section 14.12: Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an economic basis. Subcontracting by the Employer shall not directly result in employees being laid off from employment with the Employer.

Section 14.13: Employee Parking. The Employer shall provide parking for bargaining unit employees during normally scheduled working hours and only while working.

Section 14.14: Requirements for Drivers/Operators. It is understood and agreed that it shall be a condition of continued employment that all employees, who operate City vehicles or equipment, must meet any and all standards, regulations or license requirements of the State of Michigan and must at all times possess a valid driver's license with the proper endorsements. As a general standard, employees are expected to maintain a record of no more than six (6) points on their driving record to operate any City equipment that requires a valid driver's license. If maintaining a

valid driver's license is an essential function of an employee's assignment, and the employee acquires more than six (6) points on his driving record, the City has the discretion to reassign, demote, lay off and/or terminate the employee, as it deems appropriate under the circumstances.

Section 14.15: Training Reimbursement. Effective July 1, 2016, the City will provide a \$10,000 annual training fund for non-probationary employees to use on a first-come basis to enroll in either undergraduate, college level courses or seminars related to the content or performance of their current assignment and/or another bargaining unit assignment to which they may be able to transfer. Employees may seek reimbursement for tuition and fees, but not books and materials. Employees will only be reimbursed upon successful completion. For college courses, successful completion will be established by earning at least a 3.0 ("B") grade in the course.

Employees will be required to submit relevant information concerning the request, including at a minimum:

- (a) The institution through which the training is/was offered,
- (b) The title, number, content or other identifying information regarding the training,
- 1. (c) The number of credits or CEUs earned by successful completion of the course, if applicable.
- 1. (d) The term the course is/was taken or date of seminar; and
- 1. (e) Proof of payment of the tuition and fees charged for the course or fee for the seminar.

Additionally, any such programs or courses must have written approval by the department head prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. Furthermore, the employee must continue to work for the Employer for no less than three (3) years following reimbursement for any degree-related work. The employee that voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received immediately preceding voluntary termination.

Requests should be submitted to the Human Resources Department to be processed, and must be submitted no later than 30 days after the end of the term during which the course was taken or date of the seminar. Any disputes about the relevance of a course or seminar to the employee's job or potential transfer may be appealed to the City Manager.

The intent of the section is to pay for educational opportunities pursued by individual employees and not to change the practice of the Employer paying for classes necessary for the performance of the employee's current duties and responsibilities.

Section 14.16: Section Titles. Section titles are for convenience and reference only and do no alter the meaning of any sentence, paragraph, or section.

Section 14.17: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and

each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 14.18: Zipper Clause. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing. However, the Personnel Policies and Civil Service Ordinance as they may be amended from time to time shall govern matters not covered by this Agreement.

ARTICLE 15 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the _____ day of _____ 2020, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES**

CITY OF JACKSON

Fred Timpner, Labor Relations
Specialist

William C. Jors, Mayor

Rusty Holdridge, President

Patrick Burtch
City Manager

Jonathan Greene
Assistant City Manager/Operations

DATED: _____

APPENDIX A

UNIT I

<u>CLASS TITLES</u>	<u>CLASS GRADES</u>
Electrical/Electronic Technician	306
Electrical/Electronic Technician - Senior	308
Lead Mechanic	310
Maintenance Crew Leader	307
Maintenance Worker	306
Mechanic I	307
Mechanic II	308
Mechanic - Senior	309
Water/Wastewater Treatment Plant Laboratory Technician	306
Water/Wastewater Treatment Plant Operator	308
Water/Wastewater Treatment Plant Mechanic/Relief Operator	307

UNIT II

<u>CLASS TITLES</u>	<u>CLASS GRADES</u>
Account Clerk I	305
Account Clerk II	307
Communications Specialist	303
Computer Systems & Network Technician	309
Computer Systems & Network Manager	310
Computer Systems Operator/PC Technician Assistant	306
Data Processing Clerk	303
Administrative Assistant	307
Dispatch Technician	306
Engineering Technician	307
Evidence Management Assistant	305
Utility Clerk	306
Pension Coordinator/Administrative Assistant	307
Property Code/Registration Technician	306
Property Data Technician	307

APPENDIX B-1
SCHEDULE FOR TIER I (pre 7-1-12 hire)
Effective 7/1/2016
Pay Rate Increase of 2.25%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	29,875	30,457	31,040	32,199	33,363	34,525	35,685	36,848	38,000	39,170	40,334
	Bi-Weekly	1,149.04	1,171.42	1,193.85	1,238.42	1,283.19	1,327.88	1,372.50	1,417.23	1,461.54	1,506.54	1,551.31
	Hourly	14.36	14.64	14.92	15.48	16.04	16.60	17.16	17.72	18.27	18.83	19.39
303	Annual	31,558	32,172	32,785	34,013	35,244	36,470	37,697	38,921	40,148	41,376	42,607
	Bi-Weekly	1,213.77	1,237.38	1,260.96	1,308.19	1,355.34	1,402.69	1,449.88	1,496.96	1,544.15	1,591.38	1,638.73
	Hourly	15.17	15.47	15.76	16.35	16.94	17.53	18.12	18.71	19.30	19.89	20.48
304	Annual	33,031	33,592	34,154	35,313	36,510	37,752	39,032	40,353	41,725	43,138	44,602
	Bi-Weekly	1,270.42	1,292.00	1,313.62	1,358.19	1,404.23	1,452.00	1,501.23	1,552.04	1,604.81	1,659.15	1,715.46
	Hourly	15.88	16.15	16.42	16.98	17.55	18.15	18.77	19.40	20.06	20.74	21.44
305	Annual	34,925	35,517	36,108	37,328	38,594	39,902	41,250	42,649	44,093	45,583	47,130
	Bi-Weekly	1,343.27	1,366.04	1,388.77	1,435.69	1,484.38	1,534.69	1,586.54	1,640.35	1,695.88	1,753.19	1,812.69
	Hourly	16.79	17.08	17.36	17.95	18.55	19.18	19.83	20.50	21.20	21.91	22.66
306	Annual	36,820	37,442	38,065	39,348	40,678	42,054	43,474	44,944	46,460	48,032	49,655
	Bi-Weekly	1,416.15	1,440.08	1,464.04	1,513.38	1,564.34	1,617.46	1,672.08	1,728.62	1,786.92	1,847.38	1,909.81
	Hourly	17.70	18.00	18.30	18.92	19.56	20.22	20.90	21.61	22.34	23.09	23.87
307	Annual	38,921	39,583	40,245	41,617	43,032	44,496	46,009	47,579	49,195	50,866	52,599
	Bi-Weekly	1,496.96	1,522.42	1,547.88	1,600.65	1,655.08	1,711.38	1,769.58	1,829.96	1,892.12	1,956.38	2,023.04
	Hourly	18.71	19.03	19.35	20.01	20.69	21.39	22.12	22.87	23.65	24.45	25.29
308	Annual	41,238	41,940	42,641	44,096	45,599	47,153	48,759	50,420	52,140	53,917	55,754
	Bi-Weekly	1,586.08	1,613.08	1,640.04	1,696.00	1,753.81	1,813.58	1,875.35	1,939.23	2,005.38	2,073.73	2,144.38
	Hourly	19.83	20.16	20.50	21.20	21.92	22.67	23.44	24.24	25.07	25.92	26.80
309	Annual	42,712	43,524	44,337	46,023	47,770	49,583	51,465	53,427	55,455	57,564	59,754
	Bi-Weekly	1,642.77	1,674.00	1,705.27	1,770.12	1,837.31	1,907.04	1,979.42	2,054.88	2,132.88	2,214.00	2,298.23
	Hourly	20.53	20.93	21.32	22.13	22.97	23.84	24.74	25.69	26.66	27.68	28.73
310	Annual	43,951	45,025	46,098	48,032	50,043	52,139	54,322	56,612	58,983	61,457	64,040
	Bi-Weekly	1,690.42	1,731.73	1,773.00	1,847.38	1,924.73	2,005.35	2,089.31	2,177.38	2,268.58	2,363.73	2,463.08
	Hourly	21.13	21.65	22.16	23.09	24.06	25.07	26.12	27.22	28.36	29.55	30.79

SCHEDULE FOR TIER I (pre 7-1-12 hire)

Effective 7/1/2017

Pay Rate Increase of 2%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	30,473	31,066	31,661	32,843	34,030	35,216	36,399	37,585	38,760	39,953	41,141
	Bi-Weekly	1,172.04	1,194.85	1,217.73	1,263.19	1,308.85	1,354.46	1,399.96	1,445.58	1,490.77	1,536.65	1,582.35
	Hourly	14.63	14.94	15.22	15.79	16.36	16.93	17.50	18.07	18.63	19.21	19.78
303	Annual	32,189	32,815	33,441	34,693	35,949	37,199	38,451	39,699	40,951	42,204	43,459
	Bi-Weekly	1,238.04	1,262.12	1,286.19	1,334.35	1,382.65	1,430.73	1,478.88	1,526.88	1,575.04	1,623.23	1,671.50
	Hourly	15.48	15.78	16.08	16.68	17.28	17.88	18.49	19.09	19.69	20.29	20.89
304	Annual	33,692	34,264	34,837	36,019	37,240	38,507	39,813	41,160	42,560	44,001	45,494
	Bi-Weekly	1,295.85	1,317.85	1,339.88	1,385.35	1,432.31	1,481.04	1,531.27	1,583.08	1,636.92	1,692.35	1,749.77
	Hourly	16.20	16.47	16.75	17.32	17.90	18.51	19.14	19.79	20.46	21.15	21.87
305	Annual	35,624	36,227	36,830	38,075	39,366	40,700	42,075	43,502	44,975	46,495	48,073
	Bi-Weekly	1,370.15	1,393.35	1,416.54	1,464.42	1,514.08	1,565.38	1,618.27	1,673.15	1,729.81	1,788.27	1,848.96
	Hourly	17.13	17.42	17.71	18.31	18.93	19.57	20.23	20.91	21.62	22.35	23.11
306	Annual	37,556	38,191	38,826	40,135	41,492	42,895	44,343	45,843	47,389	48,993	50,648
	Bi-Weekly	1,444.46	1,468.88	1,493.31	1,543.65	1,595.85	1,649.81	1,705.50	1,763.19	1,822.65	1,884.35	1,948.00
	Hourly	18.06	18.36	18.67	19.30	19.95	20.62	21.32	22.04	22.78	23.55	24.35
307	Annual	39,699	40,375	41,050	42,449	43,893	45,386	46,929	48,531	50,179	51,883	53,651
	Bi-Weekly	1,526.88	1,552.88	1,578.85	1,632.65	1,688.19	1,745.62	1,804.96	1,866.58	1,929.96	1,995.50	2,063.50
	Hourly	19.09	19.41	19.74	20.41	21.10	21.82	22.56	23.33	24.12	24.94	25.79
308	Annual	42,063	42,779	43,494	44,978	46,511	48,096	49,734	51,428	53,183	54,995	56,869
	Bi-Weekly	1,617.81	1,645.35	1,672.85	1,729.92	1,788.88	1,849.85	1,912.85	1,978.00	2,045.50	2,115.19	2,187.27
	Hourly	20.22	20.57	20.91	21.62	22.36	23.12	23.91	24.73	25.57	26.44	27.34
309	Annual	43,566	44,394	45,224	46,943	48,725	50,575	52,494	54,496	56,564	58,715	60,949
	Bi-Weekly	1,675.62	1,707.46	1,739.38	1,805.50	1,874.04	1,945.19	2,019.00	2,096.00	2,175.54	2,258.27	2,344.19
	Hourly	20.95	21.34	21.74	22.57	23.43	24.31	25.24	26.20	27.19	28.23	29.30
310	Annual	44,830	45,926	47,020	48,993	51,044	53,182	55,408	57,744	60,163	62,686	65,321
	Bi-Weekly	1,724.23	1,766.38	1,808.46	1,884.35	1,963.23	2,045.46	2,131.08	2,220.92	2,313.96	2,411.00	2,512.35
	Hourly	21.55	22.08	22.61	23.55	24.54	25.57	26.64	27.76	28.92	30.14	31.40

SCHEDULE FOR TIER I (pre 7-1-12 hire)
Effective 7/1/2018
Pay Rate Increase of 2%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	31,082	31,687	32,294	33,500	34,711	35,920	37,127	38,337	39,535	40,752	41,964
	Bi-Weekly	1,195.46	1,218.73	1,242.08	1,288.46	1,333.04	1,381.54	1,427.96	1,474.50	1,520.58	1,567.38	1,614.00
	Hourly	14.94	15.23	15.53	16.11	16.69	17.27	17.85	18.43	19.01	19.59	20.18
303	Annual	32,833	33,471	34,110	35,387	36,668	37,943	39,220	40,493	41,770	43,048	44,328
	Bi-Weekly	1,262.81	1,287.35	1,311.92	1,361.04	1,410.31	1,459.35	1,508.46	1,557.42	1,606.54	1,655.69	1,704.92
	Hourly	15.79	16.09	16.40	17.01	17.63	18.24	18.86	19.47	20.08	20.70	21.31
304	Annual	34,366	34,949	35,534	36,739	37,985	39,277	40,609	41,983	43,411	44,881	46,404
	Bi-Weekly	1,321.77	1,344.19	1,366.69	1,413.04	1,460.96	1,510.65	1,561.88	1,614.73	1,669.65	1,726.19	1,784.77
	Hourly	16.52	16.80	17.08	17.66	18.26	18.88	19.52	20.18	20.87	21.58	22.31
305	Annual	36,336	36,952	37,567	38,837	40,153	41,514	42,917	44,372	45,875	47,425	49,034
	Bi-Weekly	1,397.54	1,421.23	1,444.88	1,493.73	1,544.35	1,596.69	1,650.65	1,706.62	1,764.42	1,824.04	1,885.92
	Hourly	17.47	17.77	18.06	18.67	19.30	19.96	20.63	21.33	22.06	22.80	23.57
306	Annual	38,307	38,955	39,603	40,938	42,322	43,753	45,230	46,760	48,337	49,973	51,661
	Bi-Weekly	1,473.35	1,498.27	1,523.19	1,574.54	1,627.77	1,682.81	1,739.62	1,798.46	1,859.12	1,922.04	1,986.96
	Hourly	18.42	18.73	19.04	19.68	20.35	21.04	21.75	22.48	23.24	24.03	24.84
307	Annual	40,493	41,183	41,871	43,298	44,771	46,294	47,868	49,502	51,183	52,921	54,724
	Bi-Weekly	1,557.42	1,583.96	1,610.42	1,665.31	1,721.96	1,780.54	1,841.08	1,903.92	1,968.58	2,035.42	2,104.77
	Hourly	19.47	19.80	20.13	20.82	21.52	22.26	23.01	23.80	24.61	25.44	26.31
308	Annual	42,904	43,635	44,364	45,878	47,441	49,058	50,729	52,457	54,247	56,095	58,006
	Bi-Weekly	1,650.15	1,678.27	1,706.31	1,764.54	1,824.65	1,886.85	1,951.12	2,017.58	2,086.42	2,157.50	2,231.00
	Hourly	20.63	20.98	21.33	22.06	22.81	23.59	24.39	25.22	26.08	26.97	27.89
309	Annual	44,437	45,282	46,128	47,882	49,700	51,587	53,544	55,586	57,695	59,889	62,168
	Bi-Weekly	1,709.12	1,741.62	1,774.15	1,841.62	1,911.54	1,984.12	2,059.38	2,137.92	2,219.04	2,303.42	2,391.08
	Hourly	21.36	21.77	22.18	23.02	23.89	24.80	25.74	26.72	27.74	28.79	29.89
310	Annual	45,727	46,845	47,960	49,973	52,065	54,246	56,516	58,899	61,366	63,940	66,627
	Bi-Weekly	1,758.73	1,801.73	1,844.62	1,922.04	2,002.50	2,086.38	2,173.69	2,263.35	2,360.23	2,459.23	2,562.58
	Hourly	21.98	22.52	23.06	24.03	25.03	26.08	27.17	28.32	29.50	30.74	32.03

SCHEDULE FOR TIER I (pre 7-1-12 hire)

Effective 7/1/2019

Pay Rate Increase of 2%

Class Grade	Pay Basis	Minimum										Maximum Step 10
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	31,704	32,321	32,940	34,170	35,405	36,638	37,870	39,104	40,326	41,567	42,803
	Bi-Weekly	1,219.38	1,243.12	1,266.92	1,314.23	1,361.73	1,409.13	1,456.34	1,504.00	1,551.00	1,598.73	1,646.27
	Hourly	15.24	15.54	15.84	16.43	17.02	17.61	18.21	18.80	19.39	19.98	20.58
303	Annual	33,490	34,140	34,792	36,095	37,401	38,702	40,004	41,303	42,605	43,909	45,215
	Bi-Weekly	1,288.08	1,313.08	1,338.15	1,388.27	1,438.30	1,488.34	1,538.62	1,588.58	1,638.65	1,688.81	1,739.04
	Hourly	16.10	16.41	16.73	17.35	17.98	18.61	19.23	19.86	20.48	21.11	21.74
304	Annual	35,053	35,648	36,245	37,474	38,745	40,063	41,421	42,823	44,279	45,779	47,332
	Bi-Weekly	1,348.19	1,371.08	1,394.04	1,441.31	1,490.19	1,540.88	1,593.12	1,647.04	1,703.04	1,760.73	1,820.46
	Hourly	16.85	17.14	17.43	18.02	18.63	19.26	19.91	20.59	21.29	22.01	22.76
305	Annual	37,063	37,691	38,318	39,614	40,936	42,344	43,775	45,239	46,793	48,374	50,015
	Bi-Weekly	1,425.50	1,449.65	1,473.77	1,523.62	1,575.23	1,628.62	1,683.65	1,740.73	1,799.73	1,860.34	1,923.65
	Hourly	17.82	18.12	18.42	19.05	19.69	20.36	21.05	21.76	22.50	23.26	24.05
306	Annual	39,073	39,734	40,395	41,757	43,168	44,628	46,135	47,695	49,304	50,972	52,694
	Bi-Weekly	1,502.81	1,528.23	1,553.65	1,606.04	1,660.31	1,716.46	1,774.42	1,834.42	1,896.31	1,960.46	2,026.69
	Hourly	18.79	19.10	19.42	20.08	20.75	21.46	22.18	22.93	23.70	24.51	25.33
307	Annual	41,303	42,007	42,708	44,164	45,666	47,220	48,825	50,492	52,207	53,979	55,818
	Bi-Weekly	1,588.58	1,615.65	1,642.62	1,698.62	1,756.38	1,816.15	1,877.88	1,942.00	2,007.96	2,076.12	2,146.85
	Hourly	19.86	20.20	20.53	21.23	21.95	22.70	23.47	24.28	25.10	25.95	26.84
308	Annual	43,762	44,508	45,251	46,796	48,390	50,039	51,744	53,506	55,332	57,217	59,166
	Bi-Weekly	1,683.15	1,711.85	1,740.42	1,799.85	1,861.15	1,924.38	1,990.15	2,057.92	2,128.15	2,200.65	2,275.62
	Hourly	21.04	21.40	21.76	22.50	23.26	24.06	24.88	25.72	26.60	27.51	28.45
309	Annual	45,326	46,188	47,051	48,840	50,694	52,619	54,615	56,698	58,849	61,087	63,411
	Bi-Weekly	1,743.31	1,776.46	1,809.65	1,878.46	1,949.77	2,023.81	2,100.38	2,180.69	2,263.42	2,349.30	2,438.88
	Hourly	21.79	22.21	22.62	23.48	24.37	25.30	26.26	27.26	28.29	29.37	30.49
310	Annual	46,642	47,782	48,919	50,972	53,106	55,331	57,646	60,077	62,593	65,219	67,960
	Bi-Weekly	1,793.92	1,837.77	1,881.30	1,960.46	2,042.34	2,128.12	2,217.15	2,310.65	2,407.42	2,508.42	2,613.85
	Hourly	22.42	22.97	23.52	24.51	25.53	26.60	27.71	28.88	30.09	31.36	32.67

APPENDIX B-2
SCHEDULE FOR TIER 11 (post 7-1-12 hire)
Effective 7/1/2016
Pay Rate Increase of 2.5%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	23,489	23,947	24,404	25,315	26,232	27,145	28,056	28,971	29,878	30,797	31,711
	Bi-Weekly	903.42	921.04	938.62	973.65	1,008.92	1,044.04	1,079.08	1,114.27	1,149.15	1,184.50	1,219.63
	Hourly	11.29	11.51	11.73	12.17	12.61	13.05	13.49	13.93	14.36	14.81	15.25
303	Annual	24,812	25,295	25,778	26,742	27,710	28,674	29,638	30,601	31,566	32,531	33,499
	Bi-Weekly	954.31	972.88	991.46	1,028.54	1,065.77	1,102.85	1,139.92	1,176.96	1,214.08	1,251.19	1,288.42
	Hourly	11.93	12.16	12.39	12.86	13.32	13.79	14.25	14.71	15.18	15.64	16.11
304	Annual	25,969	26,411	26,852	27,764	28,706	29,681	30,689	31,727	32,805	33,917	35,067
	Bi-Weekly	998.81	1,015.81	1,032.77	1,067.85	1,104.08	1,141.58	1,180.35	1,220.27	1,261.73	1,304.50	1,348.73
	Hourly	12.49	12.70	12.91	13.35	13.80	14.27	14.75	15.25	15.77	16.31	16.86
305	Annual	27,459	27,924	28,388	29,349	30,343	31,372	32,431	33,533	34,668	35,839	37,055
	Bi-Weekly	1,056.12	1,074.00	1,091.85	1,128.81	1,167.04	1,206.62	1,247.35	1,289.73	1,333.38	1,378.42	1,425.19
	Hourly	13.20	13.43	13.65	14.11	14.59	15.08	15.59	16.12	16.67	17.23	17.81
306	Annual	28,949	29,438	29,927	30,937	31,983	33,064	34,181	35,336	36,528	37,764	39,039
	Bi-Weekly	1,113.42	1,132.23	1,151.04	1,189.88	1,230.12	1,271.69	1,314.65	1,359.08	1,404.92	1,452.46	1,501.50
	Hourly	13.92	14.15	14.39	14.87	15.38	15.90	16.43	16.99	17.56	18.16	18.77
307	Annual	30,601	31,121	31,642	32,720	33,832	34,984	36,174	37,408	38,678	39,992	41,356
	Bi-Weekly	1,176.96	1,196.96	1,217.00	1,258.46	1,301.23	1,345.54	1,391.31	1,438.77	1,487.62	1,538.15	1,590.62
	Hourly	14.71	14.96	15.21	15.73	16.27	16.82	17.39	17.98	18.60	19.23	19.88
308	Annual	32,423	32,974	33,527	34,670	35,852	37,073	38,336	39,643	40,994	42,391	43,835
	Bi-Weekly	1,247.04	1,268.23	1,289.50	1,333.46	1,378.92	1,425.88	1,474.46	1,524.73	1,576.69	1,630.42	1,685.96
	Hourly	15.59	15.83	16.12	16.67	17.24	17.82	18.43	19.06	19.71	20.38	21.07
309	Annual	33,581	34,221	34,858	36,185	37,559	38,984	40,464	42,007	43,601	45,259	46,980
	Bi-Weekly	1,291.58	1,316.19	1,340.69	1,391.73	1,444.58	1,499.38	1,556.31	1,615.65	1,676.96	1,740.73	1,806.92
	Hourly	16.14	16.45	16.76	17.40	18.06	18.74	19.45	20.20	20.96	21.76	22.59
310	Annual	34,556	35,399	36,244	37,764	39,346	40,993	42,711	44,510	46,374	48,320	50,351
	Bi-Weekly	1,329.08	1,361.50	1,394.00	1,452.46	1,513.31	1,576.65	1,642.73	1,711.92	1,783.62	1,858.46	1,936.58
	Hourly	16.61	17.02	17.43	18.16	18.92	19.71	20.53	21.40	22.30	23.23	24.21

SCHEDULE FOR TIER 11 (post 7-1-12 hire)
Effective 7/1/2017
Pay Rate Increase of 2.5%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	24,076	24,546	25,014	25,948	26,888	27,824	28,757	29,695	30,625	31,567	32,504
	Bi-Weekly	926.00	944.08	962.08	998.00	1,034.15	1,070.15	1,106.04	1,142.12	1,177.88	1,214.12	1,250.15
	Hourly	11.58	11.80	12.03	12.48	12.93	13.38	13.83	14.28	14.72	15.18	15.63
303	Annual	25,432	25,927	26,422	27,411	28,403	29,391	30,379	31,366	32,355	33,344	34,336
	Bi-Weekly	978.15	997.19	1,016.23	1,054.27	1,092.42	1,130.42	1,168.42	1,206.38	1,244.42	1,282.46	1,320.62
	Hourly	12.23	12.46	12.70	13.18	13.66	14.13	14.61	15.08	15.56	16.03	16.51
304	Annual	26,618	27,071	27,523	28,458	29,424	30,423	31,456	32,520	33,625	34,765	35,944
	Bi-Weekly	1,023.77	1,041.19	1,058.58	1,094.54	1,131.69	1,170.12	1,209.83	1,250.77	1,293.27	1,337.12	1,382.46
	Hourly	12.80	13.01	13.23	13.68	14.15	14.63	15.12	15.63	16.17	16.71	17.28
305	Annual	28,145	28,622	29,098	30,083	31,102	32,156	33,242	34,371	35,535	36,735	37,981
	Bi-Weekly	1,082.50	1,100.85	1,119.15	1,157.04	1,196.23	1,236.77	1,278.54	1,321.96	1,366.73	1,412.88	1,460.81
	Hourly	13.53	13.76	13.99	14.46	14.95	15.46	15.98	16.52	17.08	17.66	18.26
306	Annual	29,673	30,174	30,675	31,710	32,783	33,891	35,036	36,219	37,441	38,708	40,015
	Bi-Weekly	1,141.27	1,160.54	1,179.81	1,219.62	1,260.88	1,303.50	1,347.54	1,393.04	1,440.04	1,488.77	1,539.04
	Hourly	14.27	14.51	14.75	15.25	15.76	16.29	16.84	17.41	18.00	18.61	19.24
307	Annual	31,366	31,899	32,433	33,538	34,678	35,859	37,078	38,343	39,645	40,992	42,390
	Bi-Weekly	1,206.38	1,226.88	1,247.42	1,289.92	1,333.77	1,379.19	1,426.08	1,474.73	1,524.81	1,576.62	1,630.38
	Hourly	15.08	15.34	15.59	16.12	16.67	17.24	17.83	18.43	19.06	19.71	20.38
308	Annual	33,234	33,798	34,365	35,537	36,748	38,000	39,294	40,634	42,019	43,451	44,931
	Bi-Weekly	1,278.23	1,299.92	1,321.73	1,366.81	1,413.38	1,461.54	1,511.31	1,562.85	1,616.12	1,671.19	1,728.12
	Hourly	15.98	16.25	16.52	17.09	17.67	18.27	18.89	19.54	20.20	20.89	21.60
309	Annual	34,421	35,077	35,729	37,090	38,498	39,959	41,476	43,057	44,691	46,390	48,155
	Bi-Weekly	1,323.88	1,349.12	1,374.19	1,426.54	1,480.69	1,536.88	1,595.23	1,656.04	1,718.88	1,784.23	1,852.12
	Hourly	16.55	16.86	17.18	17.83	18.51	19.21	19.94	20.70	21.49	22.30	23.15
310	Annual	35,420	36,284	37,150	38,708	40,330	42,018	43,779	45,623	47,533	49,528	51,610
	Bi-Weekly	1,362.31	1,395.54	1,428.85	1,488.77	1,551.15	1,616.08	1,683.81	1,754.73	1,828.19	1,904.92	1,985.00
	Hourly	17.03	17.44	17.86	18.61	19.39	20.20	21.05	21.93	22.85	23.81	24.81

SCHEDULE FOR TIER 11 (post 7-1-12 hire)
Effective 7/1/2018
Pay Rate Increase of 2.5%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	24,678	25,160	25,639	26,597	27,560	28,520	29,476	30,437	31,391	32,356	33,317
	Bi-Weekly	949.15	967.69	986.12	1,022.96	1,060.00	1,096.92	1,133.69	1,170.63	1,207.33	1,244.46	1,281.42
	Hourly	11.86	12.10	12.33	12.79	13.25	13.71	14.17	14.63	15.09	15.56	16.02
303	Annual	26,068	26,575	27,083	28,096	29,113	30,126	31,138	32,150	33,164	34,178	35,194
	Bi-Weekly	1,002.62	1,022.12	1,041.63	1,080.62	1,119.73	1,158.69	1,197.62	1,236.54	1,275.54	1,314.54	1,353.62
	Hourly	12.53	12.78	13.02	13.51	14.00	14.48	14.97	15.46	15.94	16.43	16.92
304	Annual	27,283	27,748	28,211	29,169	30,160	31,184	32,242	33,333	34,466	35,634	36,843
	Bi-Weekly	1,049.35	1,067.23	1,085.04	1,121.88	1,160.00	1,199.38	1,240.08	1,282.04	1,325.62	1,370.54	1,417.04
	Hourly	13.12	13.34	13.56	14.02	14.50	14.99	15.50	16.03	16.57	17.13	17.71
305	Annual	28,849	29,338	29,825	30,835	31,880	32,960	34,073	35,230	36,423	37,653	38,931
	Bi-Weekly	1,109.58	1,128.38	1,147.12	1,185.96	1,226.15	1,267.69	1,310.50	1,355.00	1,400.88	1,448.19	1,497.35
	Hourly	13.87	14.10	14.34	14.82	15.33	15.83	16.38	16.94	17.51	18.10	18.72
306	Annual	30,415	30,928	31,442	32,503	33,603	34,738	35,912	37,124	38,377	39,676	41,015
	Bi-Weekly	1,169.81	1,189.54	1,209.31	1,250.12	1,292.42	1,336.08	1,381.23	1,427.85	1,476.04	1,526.00	1,577.50
	Hourly	14.62	14.87	15.12	15.63	16.16	16.70	17.27	17.85	18.43	19.08	19.72
307	Annual	32,150	32,696	33,244	34,376	35,545	36,755	38,005	39,302	40,636	42,017	43,450
	Bi-Weekly	1,236.54	1,257.54	1,278.62	1,322.15	1,367.12	1,413.63	1,461.73	1,511.62	1,562.92	1,616.04	1,671.15
	Hourly	15.46	15.72	15.98	16.53	17.09	17.67	18.27	18.90	19.54	20.20	20.89
308	Annual	34,065	34,643	35,224	36,425	37,667	38,950	40,276	41,630	43,069	44,537	46,054
	Bi-Weekly	1,310.19	1,332.42	1,354.77	1,400.96	1,448.73	1,498.08	1,549.08	1,601.92	1,656.50	1,712.96	1,771.31
	Hourly	16.38	16.66	16.93	17.51	18.11	18.73	19.36	20.02	20.71	21.41	22.14
309	Annual	35,282	35,954	36,622	38,017	39,460	40,958	42,513	44,133	45,808	47,530	49,359
	Bi-Weekly	1,357.00	1,382.85	1,408.54	1,462.19	1,517.69	1,575.31	1,635.12	1,697.42	1,761.85	1,828.85	1,898.42
	Hourly	16.96	17.29	17.61	18.28	18.97	19.69	20.44	21.22	22.02	22.86	23.73
310	Annual	36,306	37,191	38,079	39,676	41,338	43,068	44,873	46,764	48,721	50,766	52,900
	Bi-Weekly	1,396.38	1,430.42	1,464.58	1,526.00	1,589.92	1,656.46	1,725.88	1,798.62	1,873.88	1,952.54	2,034.62
	Hourly	17.45	17.88	18.31	19.08	19.87	20.71	21.57	22.48	23.42	24.41	25.43

SCHEDULE FOR TIER 11 (post 7-1-12 hire)
Effective 7/1/2019
Pay Rate Increase of 2.5%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	25,295	25,789	26,280	27,262	28,249	29,233	30,213	31,198	32,176	33,165	34,150
	Bi-Weekly	972.88	991.88	1,010.77	1,048.54	1,086.50	1,124.35	1,162.04	1,199.92	1,237.54	1,275.38	1,313.46
	Hourly	12.16	12.40	12.63	13.11	13.38	14.05	14.53	15.00	15.47	15.94	16.42
303	Annual	26,720	27,239	27,760	28,798	29,841	30,879	31,916	32,954	33,993	35,032	36,074
	Bi-Weekly	1,027.69	1,047.65	1,067.69	1,107.62	1,147.73	1,187.65	1,227.54	1,267.46	1,307.42	1,347.38	1,387.46
	Hourly	12.85	13.10	13.35	13.85	14.35	14.85	15.34	15.84	16.34	16.84	17.34
304	Annual	27,965	28,442	28,916	29,898	30,914	31,964	33,048	34,166	35,328	36,525	37,764
	Bi-Weekly	1,075.58	1,093.92	1,112.15	1,149.92	1,189.00	1,229.38	1,271.08	1,314.08	1,358.77	1,404.81	1,452.46
	Hourly	13.44	13.67	13.90	14.37	14.86	15.37	15.89	16.43	16.98	17.56	18.16
305	Annual	29,570	30,071	30,571	31,606	32,677	33,784	34,925	36,111	37,334	38,594	39,904
	Bi-Weekly	1,137.31	1,156.58	1,175.81	1,215.62	1,256.81	1,299.38	1,343.27	1,388.88	1,435.92	1,484.38	1,534.77
	Hourly	14.22	14.46	14.70	15.20	15.71	16.24	16.79	17.36	17.95	18.55	19.18
306	Annual	31,175	31,701	32,228	33,316	34,443	35,606	36,810	38,052	39,336	40,668	42,040
	Bi-Weekly	1,199.04	1,219.27	1,239.54	1,281.38	1,324.73	1,369.46	1,415.77	1,463.54	1,512.92	1,564.15	1,616.92
	Hourly	14.99	15.24	15.49	16.02	16.56	17.12	17.70	18.29	18.91	19.55	20.21
307	Annual	32,954	33,513	34,075	35,235	36,434	37,674	38,955	40,285	41,652	43,067	44,536
	Bi-Weekly	1,267.46	1,288.96	1,310.58	1,355.19	1,401.31	1,449.00	1,498.27	1,549.42	1,602.00	1,656.42	1,712.92
	Hourly	15.84	16.11	16.38	16.94	17.52	18.11	18.73	19.37	20.03	20.71	21.41
308	Annual	34,917	35,509	36,105	37,336	38,609	39,924	41,283	42,691	44,146	45,650	47,205
	Bi-Weekly	1,342.96	1,365.73	1,388.65	1,436.00	1,484.96	1,535.54	1,587.81	1,641.96	1,697.92	1,755.77	1,815.58
	Hourly	16.79	17.07	17.36	17.95	18.56	19.19	19.85	20.52	21.22	21.95	22.69
309	Annual	36,164	36,853	37,538	38,967	40,447	41,982	43,576	45,236	46,953	48,739	50,593
	Bi-Weekly	1,390.92	1,417.42	1,443.77	1,498.73	1,555.63	1,614.69	1,676.00	1,739.83	1,805.88	1,874.38	1,945.88
	Hourly	17.39	17.72	18.05	18.73	19.45	20.18	20.95	21.75	22.57	23.43	24.32
310	Annual	37,214	38,121	39,031	40,668	42,371	44,145	45,995	47,933	49,939	52,035	54,223
	Bi-Weekly	1,431.31	1,466.19	1,501.19	1,564.15	1,629.63	1,697.88	1,769.04	1,843.58	1,920.73	2,001.35	2,085.50
	Hourly	17.89	18.33	18.76	19.55	20.37	21.22	22.11	23.04	24.01	25.02	26.07

SCHEDULE FOR TIER 11 (post 7-1-12 hire)
Effective 7/1/2019
Pay Rate Increase of 2.5%

Class Grade	Pay Basis	Minimum										Maximum
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
302	Annual	25,927	26,434	26,937	27,944	28,953	29,964	30,968	31,978	32,980	33,994	35,004
	Bi-Weekly	997.19	1,016.69	1,036.04	1,074.77	1,113.65	1,152.46	1,191.08	1,229.92	1,268.46	1,307.46	1,346.31
	Hourly	12.46	12.71	12.93	13.43	13.92	14.41	14.89	15.37	15.86	16.34	16.83
303	Annual	27,388	27,920	28,454	29,318	30,387	31,651	32,714	33,778	34,843	35,908	36,976
	Bi-Weekly	1,033.38	1,073.83	1,094.38	1,135.31	1,176.42	1,217.33	1,258.23	1,299.15	1,340.12	1,381.08	1,422.15
	Hourly	13.17	13.42	13.68	14.19	14.71	15.22	15.73	16.24	16.75	17.26	17.78
304	Annual	28,664	29,153	29,639	30,645	31,687	32,763	33,874	35,020	36,211	37,438	38,708
	Bi-Weekly	1,102.46	1,121.27	1,139.96	1,178.63	1,218.73	1,260.12	1,302.83	1,346.92	1,392.73	1,439.92	1,488.77
	Hourly	13.78	14.02	14.25	14.73	15.23	15.75	16.29	16.84	17.41	18.00	18.61
305	Annual	30,309	30,823	31,335	32,396	33,494	34,629	35,798	37,014	38,267	39,559	40,902
	Bi-Weekly	1,165.73	1,185.50	1,205.19	1,246.00	1,288.23	1,331.88	1,376.83	1,423.62	1,471.81	1,521.50	1,573.15
	Hourly	14.57	14.82	15.06	15.58	16.10	16.65	17.21	17.80	18.40	19.02	19.66
306	Annual	31,954	32,494	33,034	34,149	35,304	36,496	37,730	39,003	40,319	41,683	43,091
	Bi-Weekly	1,229.00	1,249.77	1,270.54	1,313.42	1,357.85	1,403.69	1,451.15	1,500.12	1,550.73	1,603.27	1,657.35
	Hourly	15.36	15.62	15.88	16.42	16.97	17.55	18.14	18.75	19.38	20.04	20.72
307	Annual	33,778	34,351	34,927	36,116	37,343	38,616	39,929	41,292	42,693	44,144	45,649
	Bi-Weekly	1,299.15	1,321.19	1,343.35	1,389.08	1,436.35	1,485.23	1,535.73	1,588.15	1,642.04	1,697.85	1,755.73
	Hourly	16.24	16.51	16.79	17.36	17.93	18.57	19.20	19.85	20.53	21.22	21.95
308	Annual	35,790	36,397	37,008	38,269	39,574	40,922	42,315	43,758	45,250	46,791	48,385
	Bi-Weekly	1,376.54	1,399.88	1,423.38	1,471.88	1,522.08	1,573.92	1,627.50	1,683.00	1,740.38	1,799.63	1,860.96
	Hourly	17.21	17.50	17.79	18.40	19.03	19.67	20.34	21.04	21.75	22.50	23.26
309	Annual	37,068	37,774	38,476	39,941	41,458	43,032	44,665	46,367	48,127	49,957	51,858
	Bi-Weekly	1,425.69	1,452.83	1,479.83	1,536.19	1,594.54	1,655.08	1,717.88	1,783.33	1,851.04	1,921.42	1,994.54
	Hourly	17.82	18.16	18.50	19.20	19.93	20.69	21.47	22.29	23.14	24.02	24.93
310	Annual	38,144	39,074	40,007	41,683	43,430	45,249	47,143	49,131	51,187	53,336	55,579
	Bi-Weekly	1,467.08	1,502.83	1,538.73	1,603.27	1,670.38	1,740.33	1,813.27	1,889.63	1,968.73	2,051.38	2,137.63
	Hourly	18.34	18.79	19.23	20.04	20.88	21.75	22.67	23.62	24.61	25.64	26.72

APPENDIX C
DRUG AND ALCOHOL POLICY

I. PURPOSE

- A. The City of Jackson has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free. The City is also required by Federal and State laws and regulations to implement and publish an alcohol and controlled substance policy for its employees that operate commercial motor vehicles.
- B. There is sufficient evidence to conclude that use or abuse of alcohol or illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The City has adopted this written policy to ensure an employee's fitness for work as a condition of employment, to ensure drug or alcohol tests are ordered based on a reasonable, objective basis or as part of licensing requirements, and to inform the employee that testing is a condition of employment.

II. DEFINITIONS

- A. Employee: All bargaining unit personnel employed by the City of Jackson.
- B. Department Head: Employees assigned to a position having day-to-day responsibility for supervising subordinates.
- C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs or alcohol.
- D. Reasonable, Objective Basis:
 - 1. An apparent statement of facts and/or circumstances found to exist upon inquiry by the department head, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics or alcohol.
 - 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test or alcohol test.
- E. Commercial Driver's License (CDL): a CDL authorizes its holder to operate commercial motor vehicles covered by the Federal and State laws. For our purposes, a commercial motor vehicle will generally be defined as a vehicle operated on a street or highway which has a gross combination weight rating of 26,001 or more pounds (alone or inclusive of a towed unit) or which is used to transport certain hazardous materials. Federal law and regulations regarding CDL requirements shall supersede this policy where the two are inconsistent. The Employer will notify affected employees of any changes in the law that affect CDL drivers.

III. EMPLOYEES SUBJECT TO THIS POLICY

All employees of the unit shall be subject to the general provisions of this policy regarding alcohol and controlled substance use and/or abuse. Employees who are required to obtain and

maintain a CDL as a continuing condition of employment are also subject to Federal and State laws and regulations which require the Employer to impose certain additional policies and regulations on their employment not required for non-CDL driver employees.

IV. POLICY

- A. Any statutorily defined illegal use of drugs by any employee, whether at or outside employment is strictly prohibited.
- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited of all employees. All employees are strictly prohibited from reporting to work or working with a blood alcohol concentration of 0.02 or greater, or with the presence of a controlled substance in their systems in excess of the confirmation levels specified below.
 - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.
 - 1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or department head.
- D. CDL drivers are strictly prohibited from reporting to work or working with a blood alcohol concentration of 0.02 or greater, and from consuming alcohol within the four (4) hour period immediately preceding reporting to work. CDL drivers involved in an accident are prohibited from consuming alcohol within eight (8) hours following the accident or until the employee is post-accident tested for controlled substances or alcohol.

V. ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR CURRENT EMPLOYEES

- A. The Department Head or Supervisor may order a drug test for any employee when there is a reasonable objective basis to believe that the employee is impaired or incapable of performing his assigned duties. The contents of any documentation shall be made available to the employee.
- B. Current employees may be ordered by the department head to take a drug or alcohol test where:
 - 1. There is reasonable, objective basis to support allegations involving the use, possession or sale of drugs or possession or sale of drugs or narcotics; or the possession or consumption of alcohol by an employee on City time, equipment, or premises or that an employee is under the influence of alcohol.

2. There has been serious injury to the employee or an accident involving damage to the property of the City, property of the public, or injury to an employee or a member of the public, which occurs on City time or premises.
3. Employees required to maintain a CDL as a condition of employment shall also be subject to random drug and alcohol testing.
4. A drug test may be part of any required physical examination when an employee returns to work after an extended layoff or leave of absence, or for reasonable cause related to Section 13.4.

VI. GENERAL

A. Hearing

If the department has a reasonable suspicion to believe an employee has violated this policy, the following procedure will apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:
 - a. Employee
 - b. Employee's Association Representative, if applicable
 - c. Employee's Supervisor(s)
2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.
3. If it is determined by Supervision that the reasonable suspicion is substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.
4. Said employee shall be required to submit to an immediate blood, urine or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.
5. Such test shall be given pursuant to the procedure as outlined below or prior arrangement at a site determined by the department.
6. The employee shall submit to such test and release of test results to the City; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
7. After the test has been given and the results known, the employee:
 - a. Will be put back to work with full pay for time lost, should the test results be negative; or

- b. Will be subject to discipline, up to and including discharge, should the test results report the presence of illegal drugs, narcotics or level of alcohol in excess of those specified below, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug.
- B. All property belonging to the City is subject to inspection at any time without notice, as there is no expectation of privacy.
 - 1. Property includes, but is not limited to, City owned vehicles, desks, containers, files and storage lockers.
 - 2. Employees' assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor, and in the presence of the employee.
- C. City employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics or that employee is in possession of, consuming or under the influence of alcohol on the City's time or premises shall report the facts and circumstances immediately to their supervisor.

VII. RESPONSIBILITY

Failure to comply with the provisions of this policy may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow this policy will result in immediate suspension from duty pending final disciplinary action.

BLOOD AND/OR URINALYSIS PROCEDURES

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex may be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening step; and
 - b. Confirmation step
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates and capable of identifying the presence of alcohol. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatograph/mass spectrometer.

7. If the first test is positive, a confirming test shall be run by a second laboratory procedure. Employees who have participated in the drug or alcohol test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than sixty (60) days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs or alcohol in the urine are currently available and may be used:

1. Chromatographic Methods

- a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).
- b. GLC (Gas Liquid Chromatography).
- c. GC/MS (Gas Chromatography, Mass Spectrometry), shall be used for confirmation step.
- d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

- a. RIA (Radioimmunoassay).
- b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

DRUG AND ALCOHOL SCREENING DECISION LIMITS

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1,000 ng/ml	350 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine metabolites	300 ng/ml	300 ng/ml
Marijuana metabolites	100 ng/ml	50 ng/ml
Opiates	2,000 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Alcohol	.02 ng/ml	.02 ng/ml
Cotinine (as per Section 12.1)	20 ng/ml	

APPENDIX D

ELIGIBILITY FOR RETIREE HEALTH CARE

Employees in the ERS pension system hired before July 1, 2012 and who retire by or on December 31, 2021 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table A below:

TABLE A

<u>Full Time City Retiree Eligibility for Retiree Health Insurance</u>	<u>Retiree Premium Share</u>
Must have 30 yrs. of full time City service, including the years in DROP, and any age at the time of retirement to be eligible for retiree health insurance (service retirees), or	20%
Must have 25 yrs. of full time City service, including the years in DROP, and be at least age 58 at the time of retirement to be eligible for retiree health insurance (service retirees), or	25%
Must have 20 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees).	30%
Duty disability retiree, must have at least 15 yrs. of full time City service to be eligible for retiree health insurance.	25%
Non-duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance.	54%
Employees Hired On or After July 1, 2012 - Eligible for retiree Health Savings Account (HSA) Only. No retiree health insurance shall be offered. City contributes \$1,750/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$750/yr., with \$50 inflationary adjustment every five (5) years.	NA

Employees in the ERS pension system hired before July 1, 2012 and who retire on or after January 1, 2022 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table B below:

TABLE B

<u>Full Time City Retirees Eligibility for Retiree Health Insurance</u>	<u>Retiree Premium Share</u>
Must have 30 yrs. of full time City service and be at least age 56 at the time of retirement to be eligible for retiree health insurance (service retirees), or	25%
Must have 25 yrs. of full time City service and be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retirees).	30%
Duty disability retiree, must have at least 15 yrs. of full time City service to be eligible for retiree health insurance.	30%
Non-duty disability retiree, must have at least 25 yrs. of full time City service to be eligible for retiree health insurance.	54%
New Employees Hired On or After July 1, 2012 - Eligible for retiree Health Savings Account (HSA) Only. No retiree health insurance shall be offered. City contributes \$1,750/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$750/yr., with \$50 inflationary adjustment every five (5) years.	NA

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