
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PONTIAC, MICHIGAN

AND

LOCAL #2002, AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2012 THROUGH JUNE 30, 2016

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
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AND
LOCAL #2002, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

Policy Statement

It is the policy of the City to provide employment, training, compensation levels, transfer and promotion opportunities and other aspects of employment without regard to sex, race, color, religion, national origin, age, or union activity and to qualified handicapped individuals, disabled veterans, or Vietnam era veterans.

ARTICLE I - PURPOSE

It is the intent and purpose of this Collective Bargaining Agreement between the management of the City and Union members and other employees to promote and insure a spirit of confidence and cooperation; and set forth the understanding of the parties regarding wages, hours and conditions of employment and provide for the redress of grievances.

ARTICLE II - RECOGNITION

- A. Management of the City of Pontiac recognizes Local #2002, American Federation of State, County and Municipal Employees, affiliated with Council #25, as the sole representative of the employees of the City of Pontiac, Michigan, excluding temporary employees, office, clerical, policemen, firemen and supervisory employees as defined under the Michigan Public Act 379 of 1965, as amended, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment.
- B. It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of individual bias, age, race, creed, organization activity or membership in any specific group.

ARTICLE III - UNION SECURITY

Section 1. Agency Shop Provision

- A. Present employees in the bargaining unit covered by the Agreement shall as a condition of employment either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day of each month following the effective date of this Agreement.

ARTICLE III - UNION SECURITY

- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall as a condition of employment become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day of each month following the beginning of their employment in the unit.
- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required of a member or service charge shall be deemed to meet the conditions of this Section.
- D. The Union will protect and hold harmless the Employer from any and all claims, demands, suits, and other form of liability by reason of action taken by the Employer for the purpose of complying with Article III of this Agreement, including, but not limited to, cost of litigation, attorney fees and judgments, if any.

Section 2. Deduction of Dues

- A. During the life of this Agreement the Employer agrees to deduct Union membership dues, or service charge fees as certified by the Union, from the pay of each employee who executes or has executed an authorization for deduction card.
- B. Upon receipt of an employee's authorization, the Director of Finance shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one payment. Union members laid off shall have their dues automatically deducted upon return to their employment with the City.
- C. The Union will not receive dues for employees temporarily promoted to the Local 2002 bargaining unit. Temporarily promoted employees shall continue to pay dues to the unit from which the employee was temporarily promoted from.

Section 3. Dues

The Employer agrees to deduct from the wage of any employee who is a member of the Union a PEOPLE DEDUCTION as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE IV - RESIDENCY

Effective with ratification, City of Pontiac employees covered by this collective bargaining agreement shall reside within twenty miles from the nearest boundary of the City of Pontiac, except that current employees of the bargaining unit grandfathered because they were hired prior to May 2, 1982, and currently residing outside the twenty mile limit, will not be required to comply with the twenty mile limit. This grandfathering is not intended to alter or affect the residency provision in any other collective bargaining agreements.

This policy shall not apply to an employee if the person is married and both of the following conditions are met: 1) the person's spouse is employed by another public employer; 2) the person's spouse is subject to a condition of employment or promotion that, if not for Public Act 212, would require him or her to reside a distance less than 20 miles from the nearest boundary to that public employer.

Newly hired employees shall have one year from date of hire to comply. Failure to abide by this policy shall be grounds for dismissal.

ARTICLE V - DRUG POLICY

Use of Alcohol/Drugs

Purposes: The purposes of this policy are as follows:

- a. to establish and maintain a safe, healthy working environment for all employees;
- b. to reduce the incidence of accidental injury to person or property;
- c. to reduce absenteeism, tardiness and poor job performance;
- d. to provide assistance toward rehabilitation for any employee in overcoming any addiction to, dependence upon, or problem with alcohol/drugs;
- e. to ensure the reputation of the City in its mission to serve the citizens and to protect the public;
- f. to prevent liability against the City and the employee by ensuring that employees can perform their duties without endangering themselves or the public.

ARTICLE V - DRUG POLICYBenefits; Inconvenience; Cooperation

Those employees with drug abuse or alcohol problems make up only a small fraction of the work force, and the City regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in the number of accidents, the greater safety of all employees, and the rehabilitation or termination of those who, because of alcohol or drugs, are a burden upon all other employees will more than make up for any inconvenience the majority must be subject to. The City earnestly solicits the understanding and cooperation of all employees and unions in implementing its alcohol and drug policies.

Definitions

- a) Alcohol or alcoholic beverage - means any beverage that may be legally sold and consumed and that has an alcoholic content;
- b) Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it;
- c) Prescription drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner;
- d) Illegal drug - means any drug or controlled substance as defined in Michigan Compiled Laws Annotated 333.7212 and 333.7214, as may be amended from time to time;
- e) City property - is defined as all buildings, premises and equipment leased or owned by the City or where business is conducted by the City;
- f) On duty - is defined as all time for which an employee of the City is compensated for services; including time for which compensatory time in lieu of wages accrues.

Alcoholic Beverages

- a) No alcoholic beverage will be brought into or consumed upon City property except in connection with City authorized events where alcohol may be used in moderation.
- b) Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline, up to and including discharge. Under the influence of alcoholic beverages is defined as a blood alcohol content of .08% or more by weight of alcohol.

ARTICLE V - DRUG POLICY

- c) Any employee whose off-duty abuse of alcohol results in excessive absenteeism or tardiness or is the cause of on duty accidents or poor work will be referred to the Employee Assistance Program for rehabilitation.
- d) Participation in the Employee Assistance Program does not exempt an employee from discipline, up to and including discharge, for absenteeism, tardiness, on duty accidents or poor work.

Use, Possession or Sale of Illegal Drugs or Controlled Substance

The use, possession or sale of illegal drugs or controlled substances by City employees, when not prescribed by a licensed medical practitioner, while on City owned property, or while off-duty if the employee's job performance is negatively affected, or if the City's interests are damaged by the employee's use, possession or sale of while on duty, is strictly forbidden and such use, possession or sale will subject an employee to discipline, up to and including discharge. The use, possession or sale of illegal drugs or controlled substances by City employees when not prescribed by a licensed medical practitioner while on duty, including reporting to work under the influence of illegal drugs or controlled substances is strictly forbidden when there is a nexus between such use, possession, or sale and the purposes stated above in the Section entitled Use of Alcohol/Drugs.

The use of medical marijuana is prohibited.

Use or Possession of Prescription Drugs

No prescription drug shall be brought upon City owned property by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

Rehabilitation Insurance Coverage; Cost

Rehabilitation for alcohol abuse or drug use remains the responsibility of the individual employee. Any employee seeking medical attention for alcohol abuse or drug use will be entitled to benefits to the extent provided for under existing insurance programs. Any additional costs beyond current coverage are the responsibility of the employee seeking treatment.

Reasonable Suspicion Testing Standards

Each department head, supervisor or manager is authorized to request testing an employee when there is a reasonable suspicion that any employee uses illegal drugs or is under the influence of alcohol. For the purpose of this policy, "reasonable suspicion" is an articulable belief that an employee uses illegal drugs or is under the influence of alcohol drawn from specific and particularized facts and reasonable inferences from those facts. Reasonable suspicion that an employee uses illegal drugs or is under the influence of alcohol may be based upon:

ARTICLE V - DRUG POLICY

- a) observable phenomena, such as direct observation of drug use or consumption of alcohol and/or the physical symptoms of being under the influence of drugs or alcohol. Physical symptoms include, but are not limited to the following: the odor of intoxicants, dilated pupils, disorientation, hallucinations, prolonged lethargy, slurred speech, in coordination, unsteady gait and excessive anxiety;
- b) a pattern of abnormal conduct or erratic behavior including, but not limited to excessive absenteeism, tardiness, indifferent job performance, poor work, and on the job injuries or on duty accidents;
- c) conviction for a drug-related offense or alcohol-related offense while an employee of the City;
- d) newly discovered evidence that the employee has tampered with a previous urine sample and/or drug test.

Records Regarding Reasonable Suspicion Testing

Where testing is conducted based on reasonable suspicion, the department head, supervisor or manager will detail, in writing, the circumstances which formed the basis of his or her determination that reasonable suspicion exists to warrant the testing using the form developed by the Human Resources Department. Such writing will be prepared within twenty-four (24) hours of the circumstances giving rise to reasonable suspicion. Such documentation will be retained by the department head, supervisor or manager and the in Human Resources Department in a locked confidential file.

Applicant Testing

The Human Resources Department is authorized to test all applicants for employment for illegal drug use or alcohol abuse. The drug or alcohol test will be given in conjunction with pre-employment physical examination procedures. The Human Resources Department shall include notice of drug testing on all employment applications and outside vacancy announcements. The notice shall include the following: "All applicants for this position will be required to submit to a urinalysis for illegal drug use or alcohol abuse prior to selection for employment with the City."

Before conducting a drug test, all applicants shall be advised of the opportunity to submit medical documentation to the Human Resources Department that may support a legitimate use for a specific drug. Applicants shall also be advised that they must inform the Department if they are claiming a disability under applicable law because of prior drug or alcohol abuse problems. All applicants with confirmed positive test results for drug use or whose blood contains .08% or more by weight of alcohol shall be refused employment with the City.

ARTICLE V - DRUG POLICY

Consequences of Refusal to Participate in a Required Alcohol or Drug Test

To maintain the integrity of the testing program, department heads, supervisors or managers, in close cooperation with the Human Resources Department, shall take disciplinary action to deal with employees who refuse to be tested. Employees who refuse to be tested shall immediately be suspended without pay, pending decision on discipline. When applicants refuse to be tested, the Human Resources Department will immediately terminate the application process for the applicant who has refused to be tested.

Drug Use or Alcohol Abuse Determination

The determination that an employee uses illegal drugs or abuses alcohol may be made on the basis of reasonable suspicion, direct observation, confirmed results of the City's drug testing program, the employee's own admission.

Violations of Policy

Employees found to be in violation of this policy will be subject to discipline, up to and including discharge.

Disciplinary Review

The Department of Personnel, the Labor Relations Administrator, the affected Department Head, working in close cooperation with the Department of Law, will deliberate appropriate discipline for violations of this policy. If discharge is considered, the matter will be referred to the Discharge Review Committee.

ARTICLE VI - REPRESENTATION

Section 1. Subunits

A. The following subunits are designated for the purpose of identifying the number of stewards who will provide representation for Union members.

1. Department of Public Works and Utilities

a. Water/Wastewater Division

1. Water Division

1 Steward

2. Waste Water Treatment

1 Steward

b. General Services

1. Building Maint./Forestry

1 Steward

2. Electrical /Sign Shop

1 Steward

3. Equip. Maint./Highway

1 Steward

ARTICLE VI - REPRESENTATION

2. Union Negotiating Committee members shall be allocated in the following manner:

- | | |
|--|--------------|
| a. Waste Water/ Water Sewer Negotiator | 1 |
| b. Building Maintenance, Forestry, Electrical/Sign shop, Equip. Maint. | 1 Negotiator |
| c. Highway Maintenance | 1 Negotiator |

3. The Union President and/or Vice President shall be considered as Negotiator at large. The President shall act as Chairman of the Negotiating/Grievance Committee. The Vice President shall be considered to be a negotiator-at-large.

- B. Employees in each subunit shall be represented only by a steward in their subunit.

1. In the event no stewards are on duty in a subunit, the negotiator assigned to the subunit shall represent the employees.
2. In the event a negotiator assigned to a subunit is not on duty, a negotiator-at-large will be allowed to act as a negotiator in the subunit. The negotiator-at-large will be allowed specifically to act as a negotiator in the Public Works and Housing area if requested.

- C. It is agreed between the parties that in the event of any new hires, transfers, etc. that would cause an increase in employees in any of the representation areas, the City and the Union will negotiate additional stewards and/or negotiators.

Section 2. Grievance Committee

The City recognizes the Grievance Committee functioning at the appropriate steps of the Grievance Procedure, which shall consist of the following as indicated in Section 1, A, B, and C above:

- A. Steward from area
- B. Negotiator from area
- C. Negotiator at large
- D. President
- E. Council or I.U. Representative, if requested.

ARTICLE VI - REPRESENTATION

Section 3. Time Off for Union Business

- A. All Committeepersons/Negotiators shall be full-time employees of the City within the jurisdiction of the local union. The Employer or appropriate management representative shall be promptly notified of the selection of the Committeepersons/Negotiators by the local union as herein provided or of any subsequent replacement.
- B. Committeepersons/Negotiators shall report daily to their regularly scheduled work assignment unless excused by prior approval of the appropriate management representative.
- C. A Committeeperson/Negotiator may investigate and process a reported employee grievance at the appropriate management level without loss of time or pay if the area steward is unable to resolve the alleged complaint with the immediate supervisor. Before entering upon such union business, a Committeeperson shall give notice to and receive approval from the department supervisor for release from his/her work assignment for such time as may be necessary to conduct such union business. Approval shall not be withheld unreasonably except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.
- D. The Local Union President and Vice President shall report daily to his/her regularly scheduled work assignments unless excused by prior approval of the appropriate management representative.
- E. Whenever the local union president is required to perform administrative duties limited to internal union business or functions, he/she shall be granted time off without compensation, but without loss of such benefits to which he/she would otherwise be entitled. Requests for such time off without compensation shall be granted upon prior notice to the appropriate management representative.
- F. Stewards, during their working hours without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer or the appropriate management representative. Before entering upon such union business stewards shall give notice to and receive approval from the immediate supervisor. Approval for release from their work assignment for this purpose of such time, as may be necessary, will not be unreasonably withheld. Any alleged abuse of either party shall be a proper subject for a Special Conference.

ARTICLE VI - REPRESENTATION

- G. If a meeting relating to union business occurs during the employee's regular shift and on a City site, the appropriate union representative shall be excused from his/her work station no earlier than one-half (1/2) hour before the commencement of the meeting and must return to the work station not later than one-half (1/2) hour after the meeting for which he/she was excused has terminated, provided the union representative's normal shift has not or does not terminate within that one-half (1/2) hour, unless specifically instructed by the appropriate management representative for bona fide business reasons.

Should a meeting occur off-site, one (1) hour plus travel time will be granted prior to and following said meeting. The above time limits may be waived where employees attending meetings may need additional time because of the nature and cleanliness of the employee's job.

- H. The local Union President, or in his absence, a designee, without loss of time or pay may attend regularly scheduled monthly meetings of the General Employees Retirement Board upon the approval of the department head.

Section 4. Time Off for Grievance Committee

The members of the Grievance Committee shall be relieved from their regular duties with the City upon reasonable notice to their designated supervisor to enable them to negotiate with the designated representative of the City on all grievances that have been referred or applied for adjustment. The City shall pay all members of the Grievance Committee or Negotiating Committee when they are conducting negotiations at their regular rate of pay for all such time utilized during their regular working day.

Section 5. Time Off for Witnesses

When the Grievance Committee or the designated representatives of the City deem it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties upon due notice to their Department Head and they shall be compensated at their regular rate of pay for all such time utilized during their regular working day.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

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

- A. Step I. The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence or knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

- B. Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward or a member of the union Grievance Committee to the Department Head and/or his/her designee within seven (7) working days after the supervisor's response is due. The Department Head and/or his/her designee shall meet with the Grievance Committee and respond to the Grievance Committee in writing within seven (7) working days.
- C. Step III. If the grievance still remains unadjusted it shall be presented by a committeeperson to the Labor Relations Administrator in writing within seven (7) working days. The Labor Relations Administrator shall meet with the President, Grievance Committee, and Staff Representative, if necessary, within fifteen (15) working days. The Labor Relations Administrator's answer shall be given to the Union within ten (10) working days of the Step III meeting.
- D. Step IV.
1. If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Labor Relations Administrator or his/her designated representative, request arbitration by written notice to the City. The Union's request to the American Arbitration Association shall be sent within sixty (60) days of the notice to the City.
 2. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) days after notice has been given. If the parties fail to agree on an ad hoc arbitrator, or no permanent ad hoc is selected under Step IV, 5, then an arbitrator will be selected utilizing the American Arbitration Association.
 3. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony. The arbitrator shall limit the award to the interpretation, application, or enforcement of this Agreement, and the arbitrator shall be without power or authority to make any award contrary to, or inconsistent with, modifying or varying in any way, or adding to or subtracting from this Agreement.
 4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record to be made, they may cause such a record to be made, providing the requesting party pays for the record and makes copies available without charge to the other. The parties may mutually agree to select and agree to an ad hoc arbitrator who will serve as a permanent arbitrator, but whose tenure may be terminated at the request of either party. The expense of the arbitrator shall be as described in Number 4 above.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

5. The Parties may mutually agree to select and agree to an ad hoc arbitrator who will serve as a permanent arbitrator, but whose tenure may be terminated at the request of either party. The expense of the arbitrator shall be as described in Number 4 above.

Section 2.

Failure by the Union to act on a grievance within the time limits set forth in Step I, II, III, IV, shall constitute a bar to further action on that grievance. Failure by the City to respond to a grievance within the time limits specified in this Article automatically allows the Union to process the grievance to the next step in the grievance procedure. The time limits specified herein for movement of a grievance through the process shall be strictly adhered to but may be relaxed or extended by mutual consent of the parties.

ARTICLE VIII - DISCIPLINARY PROCEDURE

Section 1. Discipline

The City shall not discipline or discharge a bargaining unit employee without just cause. Should it become necessary for the City to discipline an employee, the following procedure will generally be adhered to:

- A.
1. It shall be the policy of the City to warn an employee orally.
 2. It shall be the policy of the City to give at least one (1) written warning.
 3. It shall be the policy of the City to give suspension not to exceed three (3) days.
 4. It shall be the policy of the City to give up to including dismissal.
 5. A copy of all disciplinary actions will be forwarded to the Union.
- B. Nothing in this section, however, shall prevent a Department Head from appropriately disciplining an employee immediately should circumstances warrant.

ARTICLE VIII - DISCIPLINARY PROCEDURE

- C. The Department must issue discipline as necessary within three (3) working days of the knowledge of the infraction. However, if further investigation is needed by the Department, the Department must notify the Union of the extension of time needed to investigate the infraction. In most cases, this should not exceed more than five (5) working days. If further time is needed by the Department in excess of the initial five (5) working days, the Department must submit, in writing, to the Union its need for additional time to complete the investigation. In no case, however, should an extension of investigation time exceed ten (10) working days without written notification to the Union by the Human Resources Department of the need to further investigate an infraction in excess of ten (10) working days.
- D. It is understood that an employee, where physically possible, will meet with supervision on suspensions and dismissals and shall have the right to have present at this meeting a committeeperson or steward.
- E. The City will not take into account nor use against an employee on a current disciplinary charge any disciplinary action more than twenty-four (24) months old.
- F. Disciplinary suspensions that result in time off over ten (10) days shall cause the employees seniority to be adjusted by the total time off. For example, if an employee is off for nine days, no adjustment to the employees' seniority will occur. If an employee is off for ten days or more, the employees' seniority will be adjusted for the total time off due to the suspension. An adjustment in seniority shall occur for disciplinary suspensions whether the time is actually served or in cases where the discipline is issued but the time is not actually served.

Section 2. Suspension/Discharge

- A. In cases of suspension or discharge, the employee has the right to discuss the City's action with his/her union representative on City property before such employee shall be required to leave the premises of the City unless doing so would be inappropriate or unworkable, in which case the following work day would be appropriate.
- B. In the event the affected employee believes that his/her suspension or discharge under Section 1 above is unjust, the matter may be processed through the grievance procedure starting at Step Two (2) thereof provided he/she files a written grievance within seven (7) work days.
- C. In the event it should be decided by the Employer or under the grievance procedure that the employee was discharged without just cause or excessively disciplined, the Employer shall reinstate such employee as may be decided under the grievance procedure.

ARTICLE VIII - DISCIPLINARY PROCEDURE

Section 3. Attendance & Tardiness Policy

An employee may be considered tardy any time after three (3) minutes to two (2) hours starting time even though the employee may have called the supervisor to give notification of expected tardiness. Three (3) tardies in a year will earn a written warning and five (5) tardies in a year will earn a three (3) day suspension.

Employees who may be tardy as a result of declared inclement weather will not be penalized, provided the employee calls in to report the tardiness.

Employees off three (3) days or longer can be required to bring in a doctor's statement within two (2) working days.

No more than two (2) unexcused absences will be allowed in any given calendar year. Any employee who is absent without leave (AWOL) for three (3) days will be terminated immediately.

ARTICLE IX - SENIORITY

Section 1. Definition and Scope

Seniority is length of service giving preference and priority to employees who have completed their probationary period for employment when work is available. The purpose of seniority credit is to provide security based on length of service. Seniority shall be on a citywide basis provided an employee has the qualifications and ability needed to perform the job for which he/she claims seniority. Any difference of opinion between a Department Head and a Union Steward as to the ability of an employee to perform the job, shall become a matter for negotiation.

Section 2. Records

Seniority of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated or otherwise affected by leaves of absence without pay of longer than two (2) weeks. Leave for illness, injury or military duty with the Armed Forces of the United States shall not be considered as interrupting seniority.

Section 3. Earning Tenure

- A. Length of Probation: The probationary period for all hourly rated employees shall be three (3) months. Absence for a total of ten (10) working days or more during the probationary period shall cause this period to be extended by the length of service and shall be taken into account for pay purposes. It is understood between the Parties that after three (3) months of service, employees will be able to use accumulated sick and vacation time. The union negotiator shall be notified of extensions of employee probationary periods. A new employee shall earn seniority on successful completion of the probationary period.

ARTICLE IX – SENIORITY

- B. Pay and Service Credit: On satisfactory completion of the probationary period, ~~new employees will be advanced to the next step in the pay range for their position. Further increases of one step (as outlined in the official pay plan) shall generally be granted at the anniversary of the appointment, but may be withheld on the recommendation of the Department Head based on the work performance of the employee. The employee, Human Resources Department and the union shall be notified in writing as to the reason for withholding of a step increase, and if the employee so desires, the matter may become a subject for negotiation. Service credit for pay purposes shall begin from the time of appointment to a new position, but shall not accrue during time of leave of absence without pay longer than two (2) weeks except for compensable or duty incurred illness or injury. Pay increases shall become effective at the beginning of a pay period.~~
- C. ~~The Union shall represent newly hired or rehired probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours only.~~

Section 4. Seniority Lists

- A. A seniority list for all employees under this Agreement shall be submitted by the City to the Union upon request but no more than every six (6) months.
- B. Notices of a change in an employee's status shall be submitted to the Union on a monthly basis.
- C. Any employee with the same seniority date shall be considered in alphabetical order of last names for any situation bringing about the need of determination by seniority.

Section 5. Loss of Seniority

Seniority shall be lost and the employee shall be removed from the seniority list and the City payroll for the following reasons:

- A. If the employee quits or retires.
- B. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement, or modified there from.
- C. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the City.
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.

ARTICLE IX - SENIORITY

- E. If he/she overstates a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the City and/or fails to give explanations satisfactory to the City.
- F. An employee shall lose seniority and will be removed from the recall list if he/she is on layoff for a period exceeding two (2) years or the duration of his/her seniority at the time of layoff, whichever is greater.
- G. In accordance with established past practices, seniority will be adjusted for suspension without pay for eighty (80) or more working hours unless modified or reinstated through the grievance procedure or as may otherwise be mutually agreed by the employing agent and the Union.

Section 6. Shift Preference

Senior employees, with the same classification, shall have shift and/or schedule preference within their department and/or division. In addition, where there exists a vacancy within a classification, the vacancy shall be filled by the senior eligible employee requesting the shift change.

- A. If it becomes necessary for an employee to be moved from his/her regular shift even temporarily, the least senior employee in the classification, if qualified, shall be the one moved.
- B. When necessary for efficient operation of a department, employees may be assigned out of line of seniority according to schedules negotiated by the Union and the City.
- C. Any employee exercising shift preference voluntarily shall be limited to one move during each six (6) month period.

Section 7. Lateral Transfers

When a vacancy exists within a classification within a division that vacancy shall be posted for lateral transfer before the vacancy is filled by promotion. The senior qualified employee applying from the division shall be granted the transfer.

- A. The senior qualified employee applying from the Division shall be considered first, second consideration shall be from the Department, and the third consideration shall be citywide.
- B. It is understood that in cases where lateral transfer involves specific different duties within the classification, the City shall determine the employee's qualifications and this determination is final.

ARTICLE X - LAYOFF/RECALL

Section 1. Layoff

Should a layoff become necessary, the following provisions shall apply:

- A. The Union shall be notified at least two (2) weeks prior to the affected employee(s) being notified.
- B. Elected union officers as indicated on the list provided by the Union shall have senior employee status within their departments in case of layoff only. Stewards, however, shall have senior employee status within their division in case of layoff only.
- C. Regular employees shall be laid off in reverse order of their seniority in the following manner:
 - 1. Any employees to be laid off shall, in lieu of layoff, be able to transfer, based on seniority, to a job of equal or lower pay grade provided he/she is able to perform the job claimed or to any job of higher pay grade previously held provided the employee was not demoted from that job for reasons of inability to perform the job.
- D. Employees being laid off shall be given at least fourteen (14) days notice of layoff. The Employer shall furnish a copy of such notice to the Union immediately.
- E. Employees on layoff shall be recalled in order of their seniority to the same jobs or to jobs of equal or lower pay grade provided they are able to perform the job.
- F. No new regular employees will be hired by the City in AFSCME Local 2002 Bargaining Unit positions as long as there are employees in the unit laid off who have seniority, except to fill positions those on layoff are not qualified to fill. The City will notify laid off employees of all appropriate job openings while employees are on layoff.
- G. Any employee with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.

ARTICLE XI - TEMPORARY EMPLOYEES

Section 1.

Temporary employees hired by the City will remain under temporary status for up to twelve (12) consecutive months. Should it occur that a temporary employee works longer than twelve (12) consecutive months, he/she will be designated as a regular employee. Temporary employees working twelve (12) consecutive months and made permanent with no interruption in service will receive seniority credit and retirement service credit for all time worked under temporary status.

ARTICLE XI - TEMPORARY EMPLOYEES

Section 2.

The City will furnish the Union with a list of all temporary employees and their hire-in date and a monthly list of newly hired temporary employees and their date of hire.

ARTICLE XII - PROMOTIONS

Section 1.

Promotions to fill vacancies will be made on the basis of examinations in accordance with procedures established by the Human Resources Department and the contract provisions herein.

A. Only one job posting on official bulletin boards will be required for vacancies and applicants will be considered on a bargaining unit wide basis. Job postings for outside candidates shall be posted, and closed simultaneously with bargaining unit employee postings.

1. After all exams for bargaining unit positions have been completed, union and outside eligibility lists shall be established for the purpose of determining the ranking order of all employees who have successfully passed an examination.
2. The ranking order of the eligibility list shall be compiled by taking the total test results of all employees who have successfully passed the examination.
3. The Union's eligibility list and the outside eligibility list will both expire after two (2) years.

B. The employee selected for promotion may be required to serve a probationary period. The length of the probationary period will be determined by the provisions of this Agreement and the pay plan contained herein. Upon failure of the employee to satisfactorily complete the probationary period, he/she will be returned to his/her former Division and former position.

C. When vacancies are filled, they shall be filled from the existing union eligibility list until exhausted. Once the Union list is exhausted, the City may fill any vacancy within the same classification from the outside eligibility list without reposting. In the event an eligibility list (union or outside) is nonexistent, then an employee may fill a vacancy temporarily or by working out of classification.

D. Seniority shall be a factor in examinations and weighted as follows:

1. One percent (1%) for each year of continuous service up to a total ten percent (10%) if the minimum passing score is achieved. An additional five percent (5%) will be awarded to the senior employee taking the examinations if the minimum passing score is achieved.

ARTICLE XII – PROMOTIONS

2. In case of a tie, seniority shall prevail.

- E. Examinations for promotion to any position covered in this Agreement may be waived if there is only one (1) qualified applicant.
- F. Administration of examinations will commence within thirty (30) days but must be completed within sixty (60) days after the posting date of the announcements.
- G. Grievances pertaining to the nature and content of examinations must be filed at the first step within five (5) working days after posting of the examination results.

Section 2. Temporary Promotions

In a situation where the City deems it necessary to fill a temporary vacancy which is caused by sick or injury leave, termination, vacation, leaves of absence, or unforeseen emergencies, the senior qualified employee in the work section, division, or department shall be temporarily promoted to fill the vacancy as follows:

- A. For sick or injury leave, or vacations, temporary promotions may be filled for the duration of such leaves or vacation.
- B. Other temporary promotions shall be limited to six (6) months except that the Union and the Employer may mutually agree to extend such promotion for an additional six (6) months.
 - 1. An employee so promoted shall be paid at the closest step in the temporary position which provides at least a five percent (5%) increase. However, the increase cannot exceed the maximum step provided for that position.
- C. In the event a temporarily promoted employee remains in a temporary position past the point where a salary adjustment would normally be indicated for the temporary position, the increase may be given in accordance with the provisions of Article IX, Section 3, Paragraph B, hereof. This provision shall not apply to training situations, however, such training shall be bona fide.

Section 3. Working Out of Classification

- A. Any employee required to work in a higher classification for shall be paid at the closest step of the higher classification, which provides at least a five percent (5%) increase. However, the increase cannot exceed the maximum step provided for that position. Employees will be paid at the increased higher classification wage rate for all hours worked in excess of four (4) hours.

ARTICLE XII – PROMOTIONS

- B. Any employee required to work in a lower classification temporarily shall be paid his/her regular higher rate of pay except when a formal demotion has taken place.
- C. It is understood by the parties that employees required to work in a higher classification shall have the right to decline such assignment if other qualified bargaining unit employees are available within the department.

Section 4. Promotions Out of Bargaining Unit

Any employee accepting a permanent position out of the bargaining unit shall not retain the right to return to a certified bargaining unit position with seniority accrued outside of the AFSCME, Local 2002 bargaining unit. The employee shall retain the right to return to a certified position in which he/she previously held status with all seniority accumulated in the AFSCME, Local 2002 bargaining unit provided there is a vacancy and then the returning employee shall not have the right to displace any bargaining unit employee.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Requesting Leaves of Absence

- A. Upon request, Department Heads may grant a leave of absence, without pay, to an employee for up to two (2) weeks in duration. When a leave is to extend beyond two (2) weeks, it must also be approved by the Human Resources Department. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request leave of absence, in writing, well in advance of the date desired. Leave may be requested for any legitimate purpose but an employee shall be obligated to show that granting such leave is in the interest of the City. No leave may be granted before an employee has completed his/her probationary period, except for emergencies and with specific recommendation of the Department Head. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks. Unpaid leave for military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

B. Union Business

Any bargaining unit employee elected or appointed by the Union to do work which takes him/her from his/her employment with the City shall, at the written request of the employee, be granted an unpaid leave of absence. However, no more than three (3) employees may be on such leave at the same time. The period of the initial leave of absence shall not exceed one (1) year, but it may be renewed or extended at any time upon the request of the employee. However, the total leave and/or extension combined shall be limited to a period of two (2) years. The seniority of the employee on leave for union business shall continue to accumulate during the leave. Insurance, medical and life benefits and retirement

ARTICLE XIII - LEAVES OF ABSENCE

will continue in force with the Employer if the insurance premiums and full retirement contributions are paid by the employee or his/her union employer.

C. Education Leave

After completing one (1) year of service, a leave of absence without pay may be granted an employee at the discretion of the City in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is generally related to the employee's employment opportunities with the City. Before receiving the leave, the employee shall submit satisfactory evidence to the City that the college, university, or school has accepted his/her application as a student, and on the expiration of each semester or other school term shall submit proof of attendance during such term. Such leave shall be for a period of one (1) year only.

D. Military Leave

Any employee who enters into the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence in accordance with the applicable Veterans and Selection Service Acts.

E. Jury Duty

Any employee who is required to serve Jury Duty shall assign over to the City any Jury Duty fee paid.

F. Leave for Reserve or National Guard Duty

Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their regular pay and payment for duty in the

Reserve or National Guard when they are on full time active duty in the Reserve or National Guard, during the normal work week, provided proof of service and pay is submitted, or if called for any State or National emergency. Pay for such leaves shall not exceed ten (10) working days in any twelve (12) month period.

G. Funeral Leave

Five (5) consecutive working days leave with pay shall be granted to an employee, including probationary employees, within five (5) calendar days of the knowledge of the death, in the event of the death of a member of his/her immediate family, specifically: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, current step mother, current step father, and current step children. The employee at his/her discretion may choose to take less than the allotted five (5) consecutive working days and return to work. The Department, either prior to or immediately

ARTICLE XIII - LEAVES OF ABSENCE

following the requested leave, may request proof of the need for funeral leave. A finding by the department that the leave is or was non-compliant with requirements above, may cause the requested leave to be denied.

H. Union Convention/Conference

Two (2) union delegates shall be allowed seven (7) work days each year with pay to attend AFSCME International and Michigan AFSCME Council #25_conventions and conferences.

I. Personal Leave Time

The City will provide each employee with twenty-four (24) hours of personal leave time per year, which must be used in eight (8) hour increments. It is understood that a leave request must be approved before the leave can be taken and, further, that these personal leave days must be used within the year earned.

ARTICLE XIV - EARNING AND USING SICK LEAVE

The City of Pontiac will abide by the guidelines of the Family and Medical Leave Act of 1993.

Section 1. Sick Leave

Effective January 1, 2012, employees hired prior to January 1, 2012 shall earn sick leave at the rate of eight (8) hours per month, ninety six (96) hours per each 12 month period and may accrue a maximum of one thousand two hundred (1200) hours in the sick leave bank. Employees hired on or after January 1, 2012 shall earn sick leave at the rate of 4 hours (4) per month, forty eight hours per each twelve (12) month period and may accrue a maximum of two hundred forty (240) hours in the sick leave bank. Sick leave shall not be granted during the first ninety (90) days of the probationary period. After completion of ninety days, twelve (12) hours shall be posted to the employees sick bank. Sick leave will be granted in case of personal illness of an employee, or to attend to a member of the immediate family who is ill or incapacitated.

- A. 1. Employees will be allowed, in most cases, to be off four (4) times in a 12-month period for unexcused illness without question.
2. The record of an employee who is off more than four (4) times because of unexcused illness during the 12-month period will come under close review.

ARTICLE XIV - EARNING AND USING SICK LEAVE

3. The Employer will notify the individual employee who is placed on proof of illness status (more than four (4) unexcused illnesses), in writing with a copy to the Union. The employee may thereafter, at the discretion of the City, be required to furnish a statement from a licensed physician certifying the employee's inability to work during the period and that his/her designated illness has been treated before being paid for the period of sick leave absence.
 4. In order to have an illness excused, the employee shall furnish a doctor's statement indicating the employee's inability to work during the period of illness. Failure to provide such statement will constitute unexcused illness. Illness related to alcoholism and/or substance abuse will be considered an unexcused illness in all cases.
 5. Two units of four (4) hours or less of sick leave shall be considered one (1) time off.
- B. An employee who has reported for duty at the beginning of his/her shift and subsequently becomes ill or incapacitated will be allowed to use sick leave in units of one (1) hour or more.
- C. 1. To be paid for sick leave, an employee or a member of the employee's immediate family must call the Employer's designated telephone number or area reporting the absence not later than the beginning of the shift. The City will notify each employee in writing of the respective designated telephone number of area to be used to report absences.
2. To be paid for sick leave, an employee must call in on each day of his/her absence or clearly establish what the duration of his/her absence will be.
- D. An employee absent for three (3) consecutive working days without calling in to his/her Department office may be considered to have resigned (Absent Without Leave).
- E. The immediate family shall mean: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, or grandparent.
- F. Employees retiring under the Pension System shall receive from the City 50% of the accrued sick leave in the sick leave bank as shown on the records in the Human Resources Department. However, a maximum of seven hundred fifty hours (750) hours shall be applied to Final Average Compensation determined by utilizing the employees best three consecutive years of service out of their last ten (10) years of service for retirement purposes. It is understood that no employee can accrue more than one thousand two hundred (1,200) hours sick leave in the sick leave bank.

ARTICLE XIV – EARNING AND USING SICK TIME

- G. Employees retiring under the pension system shall receive, after completion of ten (10) years service, 25% of all sick hours accrued will be paid to the employee up to a maximum of four hundred (400) hours at time of termination for any reason.
- H. Effective July 1, 2012 short term disability, as determined by the City, will be provided. Employees may supplement short term disability payments with sick or vacation leave pay in an amount not to exceed the employee's salary in accordance with the contract.

Section 2. Posting Sick Leave

Accrued sick leave will be posted to each eligible employee's credit on a bi-weekly basis in each department and division except as provided in Article XIV, Section 1.

Section 3. Unpaid Sick Leave

Sick leave without pay are to be taken when paid sick leave has been exhausted.

- A. Sick leave not to exceed six (6) months shall be granted at the request of an employee with a statement from a licensed physician indicating such leave is necessary. A sick leave may be extended for an additional six (6) months period with further documentation from the employee's physician indicating why the extension is necessary. Unpaid sick leaves will not be granted for longer than a one (1) year period. Employees will be reinstated:
1. When he/she is released by his/her personal physician on or before the expiration of the leave, and
 2. Upon successfully completing a return to work physical examination by the City's physician.
 3. Employees returning from sick leave will be reinstated at the same classification held at the time of the request for leave. They will be paid the rate that is in effect in that classification at the time they return. Seniority shall not continue to accumulate during the leave.
 4. An employee on leave without pay for non-service connected illness or disability shall have his/her medical insurance benefits paid in full by the City for the first six (6) months of such leaves. The City will also pay its portion of an employee's life insurance premium for six (6) months.

ARTICLE XIV - EARNING AND USING SICK LEAVE

Section 4. Duty Connected Injury Leave

An employee who is on a compensable injury leave for six (6) months must apply for pension disability retirement. If the pension disability retirement is denied and the leave continues, the employee must re-apply every six (6) months thereafter. In no case shall the City be required to continue the employment of an employee who is off on a compensable injury leave for eighteen (18) months.

- A. No supplemental benefits will be paid or accrued by an employee who sustains a compensable injury. An employee who sustains a compensable injury may use vacation and sick leave accumulated prior to the injury in proportion to the ratio of such leave to workers' compensation payments that will equal full pay. Supplemental benefits include, but are not limited to accumulation of seniority and service credit for pay, sick leave, vacation and personal leave.
- B. Should a finding by the Retirement Board result in the employee being granted a duty disability retirement, it is understood between the parties that only in cases where the City of Pontiac's Risk Management Division determines that the employee is capable of returning to active employment shall the retiree's duty disability pension be revoked.
- C. It is agreed to by the parties that the earning of service credit for retirement purposes shall not be affected by Section 4-A and 4-B above except that any retiree who is on a duty disability retirement shall not be allowed to earn service credit for retirement purposes once the retiree reaches the voluntary retirement age.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

Section 1. Hours

- A. The City of Pontiac reserves the right to establish the standard workday and workweek for all bargaining unit employees. The current standard duty day for employees will be 8 consecutive hours, exclusive of lunch periods and the current standard workweek shall consist of 5 consecutive days (Sunday through Saturday). The City of Pontiac reserves the right to adjust the regular work-week for all bargaining unit employees to no less than thirty-two hours per week.
 - 1. Should it become necessary to adjust the regular work week the City shall notify the Local Union and the affected employees two weeks prior to the change.
 - 2. In the event of an adjustment to the workweek by the City of Pontiac, the City agrees that any benefit (accrual of health insurance, vacation, sick and personal leave etc.) based on a forty-hour workweek shall not be affected by this change.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

3. In conjunction with the stipulations above, the City of Pontiac at it's discretion may maintain full operations in a Department/Division, but reduce the number of employees scheduled to work on a given day, In the event that the City chooses this option, senior employees within a classification shall have first choice of the available day off.
 4. In the event that a division is shut down for an adjustment to the workweek and a skeleton crew is necessary, it will consist of employees from the appropriate division based on seniority and rotated for each occurrence.
- B. During inclement weather where working would be intolerable, as determined by the immediate supervisor, employees shall:
1. Receive a minimum of four (4) hours and any time necessary to make up the regular forty (40) hours should be scheduled in the same pay period if possible, or an
 2. Option to take vacation or lost time without pay.
 3. Should employees be unable to report to work at the beginning of their normal work shifts because of inclement weather, but do report for work, they shall have an option of taking no pay for the lost hours or may elect to take or use vacation leave to make up the lost time.
- C. Should an emergency force be necessary during inclement weather, employees should be rotated first by work group, followed by division, department, and then bargaining unit wide, to allow each employee an opportunity to be placed on said force where possible.
- D. Employees will receive fifteen (15) minutes in each half of the day for relief periods. Relief periods shall not be combined with the beginning or end of shifts or meal periods, and shall be taken so as not to conflict with departmental or divisional operation unless approved by the supervisor.
- E. For departments that utilize time clocks, the following procedures will apply:
1. There shall be a five (5) minute grace period at the beginning of each regular shift for pay purposes only. Continued tardiness will be subject to discipline.
 2. An employee tardy six (6) minutes or more will not be paid for all work time lost to the nearest tenth (10th) of an hour.
 3. Any employee altering, defacing or erasing a time card/sheet will be subject to dismissal.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

4. Any employee ringing in or out the card/sheet of another employee will be subject to dismissal.
5. Any necessary corrections and/or changes made on a time card/sheet must be approved and initialed by the immediate supervisor.
6. Time card/sheet must be left in the rack at all times unless specifically authorized to do otherwise.
7. No employee is to handle any card/sheet other than his/her own unless specifically authorized.

Section 2. Premium Pay Overtime

- A.
 1. Overtime will be paid at the rate of time and one half for all hours actually worked over forty (40) in a scheduled workweek.
 2. Employees who have completed forty (40) regular hours during their scheduled work week shall be paid at the rate of time and one half for all hours worked on Saturday or the sixth day of the scheduled workweek.
 3. Employees who have completed forty regular hours during their scheduled workweek shall be paid at the rate of double time for all time worked on Sunday or the seventh day of the scheduled workweek.
 4. Double time will be paid for all time worked on holidays.
 5. Paid Holidays, jury duty, and workweek adjustment days shall be considered as time worked.
 6. Vacation leave, sick leave, personal leave and bereavement leave shall not be considered as time worked.
- B.
 1. Employees shall work overtime when necessary and overtime shall be equalized among the required classifications within a section.
 2. The equalization period shall begin the first pay period after January 1 of each year.
 3. When overtime is necessary, the lowest overtime employee shall have the first opportunity to work the overtime. Should the lowest employee refuse the next lowest employee will be overtime, the next lowest employee will be offered the overtime and so on.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

4. If an employee refuses overtime or is unavailable for overtime, those hours will continue to accumulate for the purpose of calculating overtime equalization
 5. An employee will be considered available for overtime while on vacation or personal leave. An employee may request his/her name be removed from the overtime list while on vacation or personal leave. Notification of said request must be made in writing to his/her immediate supervisor within twenty-four (24) hours of said vacation or personal leave being taken. He/she will be subject to the penalties contained in Article XV, Section 2 (B-4).
 6. Crew overtime, ice and snow related overtime shall be exempt from the overtime policy.
- C. Where appropriate within a respective section, the low overtime employee within the required classification shall be called from the overtime list before utilizing the low overtime employee in the same classification from another section to complete a crew. Crew overtime, where there is a continuation of a shift, shall not apply to this section.
- D. It shall be the responsibility of the division head or his/her designee to post overtime sheets on a bi-weekly basis or less. Time sheets shall be posted by the end of the first scheduled work day of the pay period.

Section 3. Call Back

A. Unscheduled Call Back

Employees called back outside of their regular hours on an unscheduled basis shall be paid time and one half for time worked with a minimum of three (3) hours for each call back except where the call back merges into the regular workday before the three-hour period has elapsed. In such cases the minimum three-hour guarantee shall not apply.

B. Scheduled Call Back

Employees called back outside their regular hours on a scheduled basis shall be paid for the actual time worked with a one-hour minimum guarantee. Such scheduling must be announced as soon as possible before the end of the last regular tour of duty prior to the call back work activity.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

Section 4. Overtime Equalization-Garage

The City of Pontiac and AFSCME, Local 2002 agree to implement the following changes in the overtime equalization policy for the Department of Public Works and Public Utilities Garage employees:

1. Garage employees are defined as all AFSCME, Local 2002 Auto Mechanics, Sr. Welder Mechanic and Vehicle Service Worker classifications. In the event that other classifications are assigned to the garage, this language may be amended by the parties.
2. The overtime equalization book will be kept in the Garage office, be updated weekly, and made available for all Garage staff to review.
3. Overtime will be equalized by classification. All shifts will be equalized as one.
4. All hours worked will be converted to straight time hours for equalization record keeping purposes:

1 hour @ time and one half = 1-1/2 hours at straight time.
1 hour @ double time = 2 hours at straight time.
5. In view of the fact that the majority of the overtime for this group is derived from sweeper maintenance/snow and ice control work, all overtime work will be equalized.
6. Persons having the lowest overtime hours shall have the first opportunity to work, providing that they are qualified to perform the work available.
7. If an equipment breakdown occurs when no Garage employee is present in the Garage, a Garage Foreman will be notified to call in the next available low hour qualified person.
8. For overtime work available outside of the Garage area, the following rules will apply in addition to the above guidelines:
 - When overtime opportunities become available outside of the Garage area all said overtime will be offered to the Garage employee with the lowest amount of overtime regardless of the classification.
 - When overtime is available both inside and outside of the Garage area simultaneously, the senior low hour employee shall have the option of working inside or outside of the Garage.

ARTICLE XV - HOURS, PREMIUM PAY, OVERTIME

- If Garage overtime is already scheduled and work outside of the Garage becomes available the low overtime employees not scheduled to work will be asked to work.
- In non-emergency situations, if Garage personnel are working overtime outside of the Garage and the need for Garage work becomes necessary, overtime will be offered to Garage employees not currently working before utilizing those employees already working outside of the area.
- All overtime worked or refused, inside or outside the Garage, will be charged to the employee for overtime equalization purposes. Persons working outside of the Garage area, however, who are sent home due to inclement weather shall be charged only for the time worked.
- This language can be amended or modified at any time by mutual consent of the parties. Furthermore, this language can be canceled by either party upon thirty (30) days written notice to the other party of their intent to cancel. In the event that cancellation by either party occurs, overtime equalization shall be governed by the Collective Bargaining Agreement.

ARTICLE XVI – HOLIDAYS

Section 1. Holidays

As many employees as possible shall be given each holiday, except for Presidents Day, off with pay. Presidents Day shall be a day off without pay. An employee may use a vacation day or personal leave day if the employee chooses to be paid for President's Day. Regular employees who are required to work on a designated holiday will receive double time plus pay for the designated holiday. If the holiday falls on their regular day off, they shall be paid for an additional day. When a holiday is observed officially on two consecutive days (as Sunday or Monday), either day but not both, shall be considered the holiday. Hourly workers employed part-time (less than 32 hours per week) and temporary employees shall not be paid for a holiday unless they work, in which case they will be paid for the time worked at regular rates. Holiday work shall be scheduled equally among employees required to work with senior employees given preference as to which specific holiday they shall be off duty.

A. The following shall be paid holidays for the City:

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Christmas Eve

Labor Day
Veterans Day
Thanksgiving Day
The Day After Thanksgiving
Christmas Day
New Years Eve

ARTICLE XVI – HOLIDAYS

- B. In regular seven (7) day operations, employees having holidays fall on their scheduled off days shall have the option of taking the holiday pay or rescheduling the holiday time off during the two pay periods prior to or succeeding the holidays.
- C. To receive pay for a holiday, an employee must work or receive pay for vacation, personal or sick leave on the day before and the day after a holiday.

ARTICLE XVII - VACATION LEAVE

Section 1. Earning Vacation Leave

- A. All regular employees covered by this Agreement shall earn vacation leave in the following manner:
 - 1. Those employees with less than four (4) years service shall earn vacation leave at the rate of ten (10) days per year, one (1) day vacation for every twenty-six (26) days worked.
 - 2. Those employees with more than four (4) years, but less than nine (9) years service shall earn vacation leave at the rate of fifteen (15) days per year, one (1) day vacation for every seventeen (17) days worked.
 - 3. Those employees with more than nine (9) years service shall earn vacation leave at the rate of twenty (20) days per year, one (1) day for every thirteen (13) days worked.
 - 4. Those employees with more than twenty (20) years service shall earn vacation leave at the rate of twenty-five (25) days per year, one (1) day for every ten (10) days worked.
- B. Regular employees serving their probationary period shall at the completion of a ninety (90) day or three (3) month period have posted to their account the vacation leave earned during that period. Accrued leave may be used after completing ninety (90) days or three months of service.
- C. Service credit for vacation leave for regular employees will not accrue during any leave of absence without pay longer than two (2) weeks, including disciplinary suspension and layoff.

Section 2. Posting Vacation Leave

Accrued vacation will be posted to each eligible employee's credit on a bi-weekly basis in each department and division except as provided in Article XVII, Section 1, paragraph B.

ARTICLE XVII - VACATION LEAVE

Section 3. Banking Vacation Leave

Employees may bank one (1) year's vacation credited to his/her account as of the beginning of the City's fiscal year. In case of unusual circumstances, this paragraph may be waived only by written authorization from the Mayor or Personnel Director.

Section 4. Requests for Vacation Leave

- A. Requests for vacation leave will be handled according to procedures established by the Department Head or designated official. Senior employees submitting vacation leave requests according to established procedures will be given preference as to which period they prefer.
- B. Except for emergencies, vacation leave requests must be submitted at least forty eight (48) hours in advance; and no vacation leave may be taken without the approval of the Department Head or designated official. Vacation leave request that may require replacement of the employee through the scheduling of overtime may be denied by a supervisor.

Section 5. Vacation Leave as Terminal Pay

Upon leaving the service, an employee will receive pay for all unused vacation leave up to the allowed accrual referenced in section 3 above.

ARTICLE XVIII - LONGEVITY

Section 1. Longevity

The City's longevity program will be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service will receive a two percent (2%) payment.
- B. Employees who have completed ten (10) years service but less than fifteen (15) years service will receive a four percent (4%) payment.
- C. Employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a six percent (6%) payment.
- D. Employees who have completed twenty (20) years service but less than twenty five (25) years service will receive an eight percent (8%) payment.
- E. Employees who have completed twenty five (25) years service will receive a ten percent (10%) payment.

ARTICLE XVIII - LONGEVITY

- F. Such longevity payments will be made annually during the first part of December of each year.
- G. Employees who complete their 5th, 10th, 15th, 20th or 25th year after January 1 of any year, will have their longevity payments calculated, without proration, on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. The longevity payments will be computed on the basis of the straight time earnings for each employee up to his/her actual base rate. Shift premiums shall not be included in computation for longevity payments. This provision is effective January 1, 1970.
- I. Employees not on the payroll at the time the longevity payment is made, unless on injury or sick leave, will not be eligible for longevity pay for that year.
- J. Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement.
- K. The survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.

Employees hired by the City on or after full ratification and who subsequently enter into the bargaining unit shall not be eligible for longevity pay.

Employees hired by the City prior to full ratification and who subsequently enter into the bargaining unit shall be eligible for longevity pay.

ARTICLE XIX - RETIREMENT

Section 1. Retirement Benefit

- A. Effective July 1, 1985, the City agrees to supplement the annuity of each employee who retires under the Pension System on or after July 1, 1985 by making an annual payment equal to two (2) percent of his/her base retirement annuity. This payment shall be cumulative for fourteen (14) years so that the maximum cost-of-living received after fourteen (14) years shall be twenty-eight (28) percent of the retiree's original base retirement annuity.
 - 1. Effective June 30, 2002, any member retiring during the life of the agreement or thereafter, shall be eligible for a cumulative payment of eighteen (18) years so that the maximum cost-of-living received after eighteen (18) years shall be thirty-six (36) percent of the retiree's original base retirement annuity.

ARTICLE XIX - RETIREMENT

- B. Effective July 1, 2002, the City agrees to modify the method of determining an employee's retirement annuity by utilizing the highest consecutive three (3) years within the employees' last ten (10) years to calculate final average compensation.
- C. Retirement Annuity Factor
 - 1. Effective June 30, 2002, those employees who retire shall have their F.A.C. computed at 2.25%. It is agreed between the parties that any member retiring between July 1, 1998 and June 29, 2002 shall have their F.A.C. recalculated to include the .25% improvement to the F.A.C. This increase shall be effective June 30, 2002 with no retroactivity. The F.A.C. recalculation date will be the date of the member's retirement.
 - 2. Effective June 30, 2005, those employees who retire shall have their F.A.C. computed at 2.5%. It is agreed between the parties that any member retiring between July 1, 2002 and June 30, 2005 shall have their F.A.C. recalculated to include the .25% improvement to the F.A.C. This increase shall be effective June 30, 2005 with no retroactivity. The F.A.C. calculation date will be the date of the member's retirement.

Section 2. Retirement Options

Members of the bargaining unit can retire voluntarily as set forth below:

- A. Ten (10) years of credited service to the City and having attained sixty (60) years of age.
- B. Effective July 1, 2002, members having twenty-five (25) years of credited service to the City of Pontiac and having attained fifty (50) years of age can retire. In no case shall an employee retire without having attained the age of fifty (50).
- C. In cases where reorganization and/or reduction of the work force is necessary, an active employee at the time of the reorganization whose age when combined with years of service credit in the General Employees Retirement System (minimum of 18 years) comprises a minimum total score of at least sixty five (65) points, (one point for each year of age, one point for each year of service credit), said employee may elect to retire under the GERS without penalty.

Section 3. Defined Contribution Plan

- A. Any new employee hired after January 16, 2007 shall not be allowed to participate in the City of Pontiac General Employees Retirement System defined benefit plan.

ARTICLE XIX - RETIREMENT

- B. Any new employee hired after June 1, 2010, will be allowed to participate in a defined contribution plan as established by the City of Pontiac. The employer will make a contribution equal to five percent (5%) of the employees base salary to the plan. The employee may contribute any amount to the plan as determined by the employee. Contributions to the defined contribution plan may be adjusted if necessary to comply with EVIP requirements.

Section 4. Retirement Benefits Definition

Any dispute between an employee regarding the interpretation, meaning and application of any pension benefit negotiated under the Collective Bargaining Agreement shall be made by the Director of Human resources subject to challenge only by the Union through the grievance process as specified in the Collective Bargaining Agreement between the Parties. This includes but is not limited to the final determination of a member's service years and applicable salary for purposes of determining final average compensation and the application of fringe benefits such as sick and vacation leave to an employee's final average salary.

ARTICLE XX - INSURANCE

Section 1. Health Insurance

The City shall provide all bargaining unit employees with Humana Inc Plan PPO 8 or a comparable plan with another carrier. Any dispute involving the comparability of coverage will be submitted to immediate arbitration using an arbitrator who is an insurance actuary.

- A. Employees shall be responsible for paying twenty percent (20%) or hardcap, whichever is the least cost to the City, of all health insurance premiums. All such payments will be deducted from the employees' payroll using pre-tax dollars.
- B. Employees with two (2) person or family coverage may opt out of City insurance coverage upon proof of sufficient outside health care coverage and receive two thousand dollars (\$2,000) annually. Paid in equal monthly installments.
- C. The City shall provide all bargaining unit employees retiring from the General Employees Retirement System and their spouses with the above described health insurance coverage.
- D. Employees hired after July 1, 2009 will be eligible for post retirement health care coverage if the employee meets the following conditions:
1. Employee is sixty (60) years old and has completed ten (10) years of service with the City.
 2. Employee is fifty-five years of age and has completed 25 years of service with the City.

ARTICLE XX - INSURANCE

- E. The City will provide a family continuation rider for eligible dependent children as between the ages of 19 and 25 in accordance with the following unless otherwise mandated by Federal statute:
- Be unmarried and between the ages of 19 and 25 and be dependent on the member for their support as defined by the U.S. Internal Revenue Code.
 - Be a student in a recognized College or University carrying at least twelve (12) credit hours per semester.
- F. The City and the Union agree it is mandatory for current and future retirees to enroll in Medicare upon reaching eligibility Medicare Part B payments are eliminated for all current and retired employees. The employee and or spouse shall be required to participate in a Medicare Advantage or equivalent plan.
- G. New employees to the City shall be eligible to receive health insurance benefits after sixty (60) calendar days of employment with the City.

Section 2. Life Insurance

- A. The City shall provide all eligible bargaining unit employees hired prior to January 1, 2012 with full paid double indemnity Confederation Life insurance coverage, or the equivalent of same, the amount of which will be two (2) times the annual base wage (hourly rate x 2080 hours) excluding permanent and total disability (PTD). The Union will receive a ninety (90) day prior notification of any change of carrier. Any dispute on comparability of coverage will be submitted to arbitration using an insurance actuary as the arbitrator. There will be no retroactive benefits.
- B. Bargaining unit employees hired on or after January 1, 2012 shall not be provided life insurance coverage.

Section 3. Dental Insurance

- A. The City will provide Humana Dental Core Plan A or a comparable plan with another carrier. Employees may opt to buy an enhanced plan offered by the City, however any difference in cost shall be at the sole expense of the employees.
- B. The City will provide all retiring bargaining unit employees and their spouses the above described dental coverage.

ARTICLE XXI - GENERAL PROVISIONS

Section 1. Supervisory Duties

- A. 1. Supervisors shall not perform duties done by subordinates except in cases of real emergencies or assisting in instructional, advisory or training capacities. As such, supervisory personnel shall not spend a majority of their time engaged in work activities consistently or routinely performed by subordinates.
- 2. It is understood that supervisors are not restricted from "incidental" duties provided the performance of these duties does not deny overtime performed or to be performed by bargaining unit employees as long as qualified bargaining unit employees are available.
- B. The intent of the above provision is not to use supervisors in place of bargaining unit employees on jobs where employees are laid off; nor use supervisors to replace bargaining unit employees to avoid extended periods of overtime or any call-in time except as provided as stated in A-2 above.

Section 2. Rights of Management

The Employer shall make no unilateral changes in wages, hours and working conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or established past practice. Except as expressly modified or restricted by provisions of this Agreement or any understandings, all managerial and administrative prerogatives and functions are retained and vested exclusively with the City of Pontiac, including but not limited to, the right to demote, reprimand, suspend, discharge or otherwise discipline employees; to set the starting and quitting times, hours, and shifts; not in conflict with the provisions of the contract; to control and regulate the use of facilities, equipment and other property of the City of Pontiac; to administer and fulfill the mission of the City and direct the City's employees.

Section 3. Relation to Regulations

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. Furnishing Supplies and Uniforms

- A. Where gloves are used by employees, the City will furnish them at cost. All rubber gloves declared necessary by the City to be worn will be furnished without cost. Any special supplies or equipment required by the City to be used or worn for safety shall be furnished without cost.
- B. Effective July 1, 1983, for employees who presently do not receive uniforms, the City will provide uniforms.

ARTICLE XXI - GENERAL PROVISIONS

- C. Effective July 1, 1994, the City agrees to provide and maintain one (1) clean uniform per day to all Sanitation Division employees, excluding Mechanics. Mechanics at the Sanitation Division will continue to have seven (7) changes per week. Winter jackets or winter-wear coveralls and jackets suitable for spring work will be provided every two (2) years to all Local 2002 Sanitation Division employees. Maintenance of jackets will be the responsibility of the employee.
- D. In accordance with City Policy 603.00 - Protective Footwear: The City will provide two (2) pairs of shoes per year, if necessary, to all employees required to wear protective footwear while on duty. The shoes will be purchased through a vendor selected by the City. If the employee reports to work not wearing approved protective footwear, the employee will be sent home without pay until returning to work with such footwear.

Section 5. Posting Notices

The Union shall be permitted to post notices of Union events in designated places on official City bulletin boards. All such notices must be submitted to designated City officials for the affixing of Union designated removal dates.

Section 6. Aid to Other Unions

The City will not promote or finance any competing labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group or organization while Local 2002 is the legally designated Union.

Section 7. Education-Tuition Reimbursement

In accordance with City Policy 507.00, the City of Pontiac agrees to reimburse eligible certified full time employees for actual out-of-pocket tuition expenses and required textbooks while participating in eligible studies in accredited local schools, colleges, and universities subject to the following criteria:

- A. The employee has received written approval from the Department Head/Personnel Director to register for the course.
- B. Eligible employees must achieve a grade of "C" or 70% or better, and credit if credit for the course if credit is offered.
- C. Grants or scholarships by the Federal or State Government, education institution or other source of whatever description shall be deducted from the City's reimbursement program.
- D. Eligible employees claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts.

ARTICLE XXI - GENERAL PROVISIONS

- E. To be reimbursed, the courses must relate directly to the work the employee is then performing or related work of a higher classification within the City, and such course must be part of a recognized degree or certificate, awarding curriculum other than a basic course unless specifically waived by the City.
- F. If the City requires attendance at any particular course of instruction, the City reserves the right to designate the school or institution. The tuition reimbursement program will be limited by the amount of funds available for the program; and, an employee may be restricted to tuition reimbursement for one training event each year.

Section 8. Workforce Development

The City of Pontiac recognizes the continuing need to invest in the development of our workforce in order to meet evolving challenges that are inherent in the changing workplace and community.

A. Apprenticeship

The only truly effective apprenticeship programs are those conducted in a cooperative labor-management framework.

In order to have an effective apprenticeship program, the City, working with its workers and union, must jointly participate in the design, implementation and administration of learning systems based in the workplace.

B. Continuous Learning and Training

Labor-management participation in continuous learning and training is fundamental to the entire process.

Labor-management agree to act jointly in the planning, design and direction of learning programs.

Section 9. Employee Assistance Program

In recognition that employees are in need of assistance from time to time with problems beyond the scope of their job duties and responsibilities, the City of Pontiac agrees that upon an employee's request, that the Personnel Director will assist the employee with finding an appropriate agency or individual to assist the employee with their problem. This referral may or may not be covered by the employee's insurance; however, the City will be under no obligation to pay for any cost related to the assistance. The Personnel Director will endeavor to protect the confidentiality of all concerned.

ARTICLE XXI - GENERAL PROVISIONS

Section 10. Subcontracting

- A. The rights of contracting or subcontracting are vested in the City; however the City of Pontiac will not enter into any subcontracts for the sole purpose of undermining the Union or to discriminate against any of its members. No employee shall be demoted or caused to suffer a reduction in overtime as a result of the same or substantially the same work being performed by an outside contractor on a regular basis without prior negotiations with the Union. Routine and normal contracting and subcontracting performed previous to the execution of this agreement shall be exempt from this provision. When it is decided by the City that it wishes to enter into a subcontract, the Union shall be notified in writing and must respond within ten (10) days of notification if it wishes to bargain on the subcontract. The City shall be free to enter into the announced subcontract if the Union fails to respond within a ten day period. In the event that no agreement can be reached between the parties within thirty (30) days after commencement of negotiations, either side can request mediation. If mediation fails to resolve the dispute the City will be free to enter into the announced contract.
- B. In cases of emergency where public safety is in jeopardy, the City shall utilize employees in the bargaining unit and if necessary shall have the right to enter into a subcontracting agreement immediately.
- C. It is further understood between the parties that the following work will be performed by Local 2002 bargaining unit members in accordance with the conditions attached to items one (1) through (4) listed below:
1. The towing of vehicles on public property will be reviewed and will be negotiated in accordance with paragraph A above.
 2. All lot upkeep and weed inspection will be performed by members of Local 2002 provided equipment is available.
 3. All grounds maintenance work on the Phoenix Plaza will be negotiated with Local 2002 members in accordance with paragraph A above prior to any subcontracting attempt to allow Local 2002 to perform this work.
 4. In addition to the mechanical and repair work currently being performed by Local 2002 bargaining unit members at the DPU and DPW&S, all other mechanical and repair work will be performed by Local 2002 at the DPU and DPW&S, provided staff and equipment are available. The City will not be required to purchase equipment, or hire staff, for the additional work if the budget does not permit.

ARTICLE XXI - GENERAL PROVISIONS

Section 11. Commercial Drivers License

AFSCME, Local 2002 is willing to comply with the Commercial Motor Vehicle Safety Act, MCLA 480.11 et seq., Motor Vehicle Code, MCLA 257.1 et seq., Commercial Motor Vehicle Safety Act, Title 4, Section 2701 et seq., and all regulations issued pursuant to the Act including 49 CFR Parts 40, 382, 653 and 654 (law and regulations) and this Statement of Policy.

This policy applied to all City of Pontiac Local 2002 employees whose employment duties require possession of a Commercial Drivers License (CDL) or who perform mechanical work on commercial motor vehicles.

CDL drivers and mechanics are prohibited from using, possessing or being affected by the on and off-duty use of alcohol or nonprescription controlled substances, or from having a breath alcohol content of .02 BAC or greater, while performing their safety sensitive job.

Management and union are to educate and to train their employees and members to the rules and regulations, and policy made by City of Pontiac, State of Michigan, and the U.S. Department of Transportation. Management and Union must possess a signed statement from each employee that he/she understands all of the above rules mentioned.

Management and Union are directed to issue any and all procedures and other directives, including appropriate disciplinary standards, necessary to insure timely and full implementation thereof.

CDL drivers and mechanics are required to submit to alcohol and controlled substance testing, as described above, in accordance with the provision of the above-cited law and regulations.

- Random alcohol testing - CDL persons and mechanics only.
- Random controlled substance testing - CDL persons and mechanics only.
- Post-accident testing - CDL persons and mechanic only.
- Reasonable suspicion, alcohol and/or controlled substance testing - CDL persons and mechanics only.
- Return to duty alcohol and/or controlled substance testing as applicable - CDL persons and mechanics only.
- Pre-employment alcohol and controlled substance testing for new hire CDL drivers and all employees.

ARTICLE XXI - GENERAL PROVISIONS

The City of Pontiac shall retain a clinic to perform all alcohol and controlled substance testing, which clinic shall maintain the necessary personnel, including trained Breath Alcohol Technicians, materials, equipment, supplies, and supervision to comply with the requirements of the law and regulations, including confidentiality, collection, security, temporary storage and shipping and transportation of controlled substance specimens to a U.S. Department of Health & Human Services-certified drug testing laboratory; shall provide quality assurance; and shall maintain records, all in accordance with the law and regulations. The City of Pontiac shall retain a consultant to perform the random selection process for alcohol and controlled substance testing.

To be utilized in conjunction with the City of Pontiac's CDL Anti-Drug and Alcohol policy and procedures regarding alcohol and controlled substance testing of CDL drivers.

The discipline set forth below only applies to positive tests and violations as defined in Section 1. It is not intended to establish discipline or effect or diminish the City's rights under the collective bargaining agreement to impose additional disciplinary consequences for behaviors, events and circumstances, if any, surrounding the test or for other circumstances such as accidents in which alcohol and/or controlled substances are a factor, or for pre-employment controlled substance or alcohol tests.

SECTION 1. VIOLATIONS

- A. A confirmed positive drug test of a CDL driver or mechanic performed in accordance with federal regulations.
- B. A breath alcohol concentration of .04 greater when found upon an alcohol test of CDL driver or mechanic.
- C. A breath alcohol concentration of .02 or greater and less than .04 found upon an alcohol test of a CDL driver or mechanic performed in accordance with the federal regulations.
- D. Refusal of CDL driver or mechanic to submit to a drug or alcohol test, as refusal is defined by the federal regulations. Refusal includes any of the following:
 - Failure to provide sufficient quantities of breath or urine without a valid medical explanation as determined by the medical review officer.
 - Failure to report to the collection site in a timely manner.
 - Failure to remain available for post-accident testing as stated in 49 CFR Part 382.303(c), CDL personnel ONLY.
 - Refusal to complete, sign and date Part 2 of the testing form.

ARTICLE XXI - GENERAL PROVISIONS

- Engaging in conduct that clearly obstructs the testing process.

- E. Failure to timely submit to evaluation; or complete or properly follow the rehabilitation program prescribed as directed by 49 CFR 382.605. Timely is defined as an initial contact with an S.A.P. within three (3) working days from notification of violation, and attendance at appointments as scheduled by the S.A.P. An employee who fails to pass a return to duty test will be considered to have failed to complete or properly follow the rehab program and will be charged with a Violation E. Within three (3) working days from notification of the violation, the employee must report to the S.A.P.
- F. Use of alcohol, or alcohol in one's personal possession, or misuse of prescription drugs as set forth in 49 CFR 382 Subpart B.

SECTION 2. DISCIPLINARY STEPS:

Consequences for violation of Section 1, paragraph A, B and D.

A. First Offense:

1. The employee will be removed from the safety sensitive position immediately and be subject to the provisions of 382.605.
2. The employee will be placed in a non-safety sensitive position with no reduction in pay and management will make every attempt to retain the employee in the division.
3. If in-patient treatment is required, said employee will be allowed to use sick, vacation or personal leave time and/or short-and long-term disability during the rehabilitation period.

B. Second Offense within five (5) years:

1. The employee shall be suspended for up to five (5) days without pay and subject to mandatory substance abuse treatment through employer selected case management consistent with the provision of 382.605.
2. After expiration of unpaid suspension, the employee will be returned to a non-safety position with no reduction in pay. If in-patient treatment is required, refer to paragraph C above.

ARTICLE XXI - GENERAL PROVISIONS

C. Third Offense:

If the employee tests positive within five (5) years of the first offense, or commits any violation of Section 1, paragraphs A - F, the employee will be discharged. The discharge will be final and binding and not subject to the grievance or arbitration procedures.

- D. Discipline issued for violations of the law and regulations will not be integrated with disciplines issued under the normal progressive disciplinary procedures.

Consequences for violations of Section 1, paragraph E:

- E. If an employee covered under the law and regulations fails to timely submit to evaluation or properly follow the rehabilitation program prescribed by the S.A.P., said employee may be suspended for up to three (3) days.

If an employee remains in violation of E after discipline has been issued, said employee will be brought before the City and the Union for review after which time the City may impose more severe discipline up to and including discharge.

SECTION 3. FOLLOW-UP TESTING:

- A. Upon return to work, federal regulations require that the employee will be required to submit to not less than six (6) unannounced follow-up tests within twelve (12) months. Based on the recommendation of the substance abuse professional, the follow-up testing period may be extended a maximum of 60 months beyond the employee's return to work date. Frequency of testing and duration of the follow-up testing period beyond six (6) tests and twelve (12) months shall rest solely with the substance abuse professional, in accordance with federal regulations.
- B. The disciplinary standards set forth in this document, excluding provisions or actions required by the federal regulations, may be reduced to waived by the employer for good cause, if same is supported by sufficient evidence submitted by the employee.
- C. Disciplinary action will be waived against any CDL driver or mechanic who voluntarily identifies him or herself as a user of a controlled substance or having an alcohol use problem prior to such employee being selected for any alcohol and controlled substance testing under this directive. The employee will be offered counseling and rehabilitation through the agency's employee assistance program. Thereafter, the employee must refrain from violating the federal regulations or the City of Pontiac policy and procedure.

ARTICLE XXI - GENERAL PROVISIONS

SECTION 4. RIGHTS OF UNION (AFSCME, LOCAL 2002):

It is understood that the Union (AFSCME, Local 2002), by adopting this policy, is not in any way waiving its rights to grieve any discipline which may arise from this alcohol/controlled substance testing policy, excluding Section 2, Disciplinary Steps, paragraph C which AFSCME, Local 2002 agrees is final and binding and not subject to the grievance or arbitration procedure.

SECTION 5. INTERPRETATION:

The parties have agreed that this policy supersedes the City's anti-drug and alcohol policy dated February 16, 1996 only to the extent that it is inconsistent with the City policy, in which case this policy shall control.

Section 12. Licenses

The City will pay for the cost of renewal fees for Electricians and those classifications that require a Commercial Drivers License (CDL).

ARTICLE XXII - SKILLED TRADES SUPPLEMENT

The Union and the City will endeavor together to attract minority citizens including females to apply and participate in the Apprenticeship Training Program to be established by the City. Provisions of the Master Agreement regarding Article XXI, Section 8 on Apprenticeship Training and Article XII, Section 1 on Promotions will apply to the Skilled Trades Supplement.

ARTICLE XXIII - WAGES

Effective July 1, 2012 the wage plan shall be as shown in Appendix A.

MISCELLANEOUS

The parties acknowledge that this Agreement may be rejected, modified or terminated by an appointed emergency manager in accordance with the Local Government and School District Fiscal Accountability Act.

ARTICLE XXIV - DURATION

This Agreement shall be effective July 1, 2012 - June 30, 2016 and the terms and conditions shall remain in full force and effect through midnight, June 30, 2016 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal date of its intention to amend, modify, or terminate this Agreement.

The parties agree that if there is a change in administration, or designee, or transfer of the operation of City services; the said party will be made aware of the existence of the collective bargaining agreement and shall encourage compliance with said agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 18th day of July, A.D., 2012.


Louis H. Schimmel
Emergency Manager


AFSCME President


Print Name


AFSCME Vice-President


Print Name
 e-25

APPENDIX A

**AFSCME LOCAL 2002 PAY PLAN
STEP INCREASES
EFFECTIVE JULY 1, 2012**

CLASS	START	6 MONTH	2 YEAR
DPW Crewman II Michael Acord McDonald Baldwin Greg Gates Paul Mosher Robert Shelton	19.00*	20.00	21.50 23.00**
DPW Crewman I David Lee Mark Lewis Bryant Long Kimberly McNary Robert Rodgers Danotiss Smith	17.50*	18.50	20.00**

***Beginning hourly rate for employee's hired July 1, 2012 and after.**

****Hourly rate for employees hired prior to July 1, 2012 and for the remainder of the term of this agreement.**