

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PONTIAC, MICHIGAN

AND

SUPERVISORY & ADMINISTRATIVE EMPLOYEES ASSOCIATION

July 1, 2012 through June 30, 2016

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**THE CITY OF PONTIAC
AND
SUPERVISORY & ADMINISTRATIVE EMPLOYEES ASSOCIATION**

ARTICLE I – WORKING AGREEMENT

This Agreement is made and entered into by and between the City of Pontiac, Michigan, hereinafter called the "City" and the Supervisory and Administrative Employees Association, hereinafter called the "Association", pursuant to Act 336 of the Michigan Public Acts of 1947, as amended. The purpose of this Working Agreement between the City and the Association is to promote and insure a spirit of confidence and cooperation; to establish uniform and equitable rates of pay and hours of work and to provide a method for the redress of grievances.

ARTICLE II - RECOGNITION

Section 1. Bargaining Unit

The City hereby recognizes the Association as the exclusive bargaining representative in respect to rates of pay, wages, hours of employment, working conditions, and other conditions of employment for all classifications in the S.A.E.A. Pay Plan.

Section 2. Aid to Other Unions

The Employer agrees that it will not negotiate with any other union/association, individual or group of individuals, concerning the subject matter of this contract and that neither the Employer nor its officials or agents shall promote, assist, aid, foster or recognize any other union/association in any respect affecting the purpose of this contract as long as this Association is the legally designated representative.

Section 3. Equal Opportunity Policy

It is the policy of the City to provide equal opportunity for all persons, to prohibit discrimination in employment because of race, color, religion, sex, age, national origin, disability, marital status, height or weight; and, to promote the full realization of equal employment opportunity through a continuous equal opportunity action program in all departments of City government.

The City and the Association agree that they and their agents are responsible for being familiar with the existing commitments and requirements pertaining to the City's equal opportunity policy and such additional or revised commitments and requirements as may duly and properly be adopted by the City; and further agree that existing and proposed provisions of this Agreement shall at all times be open to scrutiny and negotiation upon a showing that said provision or provisions may reasonably be expected to further or hinder the accepted provisions of said equal opportunity commitments and requirements; and further agree to make every effort to approach issues related to affirmative action in a positive spirit from the standpoint of eradicating employment discrimination.

ARTICLE III - UNION SECURITY

Section 1. Maintenance of Membership

- A. Present employees covered by this Agreement shall as a condition of employment either become members of the Association or pay the equivalent of the Association's regular monthly dues, referred to as a service fee, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their permanent employment in the unit. Employees who fail to comply with this Agreement shall be discharged fourteen (14) days after receipt of written notice of such fact by the Human Resources Department from the Association.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, as a condition of employment, become members of the Association or pay the equivalent of the Association's regular monthly dues, referred to as a service fee, to the Association for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their permanent employment in the unit. Employees who fail to comply with this Agreement shall be discharged fourteen (14) days after receipt of written notice of such fact by the Human Resources Department from the Association.
- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues and assessments uniformly required of a member or service charge shall be deemed to meet the conditions of this Section.
- D. Employees laid off shall have their dues automatically deducted upon return to their employment with the City. Employees who are recalled/employed between the 1st and 15th shall pay for the current month. Employees who are recalled/employed between the 15th and the end of the month shall pay the following month.

Section 2. Deduction of Dues

The Employer hereby agrees to deduct dues, assessments and/or initiation fees and service fees of the individual permanent full-time employees for the Association as authorized by such employees upon the following terms and conditions.

- A. Each employee who desires to have such dues, assessments and/or initiation fees deducted from his/her earnings shall execute the "AUTHORIZATION FOR PAYROLL DEDUCTION" form. (See Appendix A & B)
- B. The Employer shall place such deduction or deductions in effect at the next pay period of the month following receipt of same, and continue in accordance with the terms and conditions set forth in the authorization.

ARTICLE III - UNION SECURITY

- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Association designated in writing by the Association, and shall do so within ten (10) days after the deductions have been made.
- D. The Association will notify the City, in writing, of any changes of dues or initiation fees thirty (30) days prior to the effective date of such changes.
- E. If the employee has no pay coming for such pay period, such dues shall be deducted from his/her pay in subsequent pay periods in such calendar month. Any duplication of payment will be the liability of the employee and the Association.
- F. The Association will not receive dues for employees temporarily promoted to the SAEA bargaining unit. Temporarily promoted employees shall continue to pay dues to the unit from which the employee was temporarily promoted.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Processing a Grievance

Any grievance or dispute, which may arise between the parties over the application of this Agreement, shall be processed in the following manner. Such grievance must be filed within ten (10) working days of the event, occurrence, or knowledge of the facts giving rise to the grievance.

- A. Step One. The Association representative and the employee shall take up the grievance or dispute verbally with the employee's immediate supervisor. The supervisor shall attempt to adjust the matter and must respond to the unit representative within five (5) working days.
- B. Step Two. If the grievance remains unadjusted the Association shall present it in writing to the Department Head or designated representative of the City within three (3) working days. The Department Head or designated representative shall arrange a meeting to be held within ten (10) working days of his/her receipt of grievance. The Department Head or designated representative shall respond in writing to the written grievance within ten (10) working days after the meeting is held.
- C. Step Three. If the grievance remains unadjusted it shall be presented by the Association to the Labor Relations Administrator or representative within five (5) working days of the Department Head's answer. Within ten (10) working days of such appeal the Labor Relations Administrator shall meet with the proper representatives of the Association. The Labor Relations Administrator or his/her representative shall respond in writing to the grievance within ten (10) working days after the meeting is held.

ARTICLE IV - GRIEVANCE PROCEDURE

D. Step Four.

1. If the grievance remains unadjusted, the Association may within thirty (30) days of receiving the written reply of the Labor Relations Administrator or his/her designated representative, request arbitration by written notice to the Federal Mediation and Conciliation Services with a copy to the City.
2. The City, and the Association within fifteen (15) days after notice has been given, shall conduct Arbitration proceedings with an Arbitrator mutually selected by the City and the Union. If the parties fail to agree to an arbitrator within that time the parties shall choose an arbitrator by utilizing the Federal Mediation and Conciliation Service procedures, or the Michigan Employment Relations Commission, whichever the parties mutually select.
3. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

4. Failure by the Association to act on a grievance within the time limits set forth in Steps 1, 2, 3, or 4 shall constitute a bar to further action on that grievance. Failure by the City to respond to a grievance within the time limits set forth in Steps 1, 2, or 3 shall automatically allow the Association to process the grievance to the next step in the grievance procedure. The time limits set forth herein may be extended or shortened by the mutual consent of the parties.
5. Any Grievance or dispute affecting the entire bargaining unit may be entered by the Association as a policy grievance at step three of the grievance procedure. Any Grievance or dispute affecting an entire department may be entered by the Association as a policy grievance at step two of the grievance procedures.

Section 2. Investigating Grievances

When it becomes necessary for the Grievance Committee to investigate grievances referred to them by a representative, a member of the Committee shall be given time off the job, with pay, to investigate the alleged grievance fully. The committee person shall inform his/her supervisor sufficiently in advance as to allow a relief employee to cover his/her job if necessary. The supervisor may delay allowing a committee person time off the job if the nature of his/her assignment at that time requires it.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 3. Time Off for Grievance Committee

Two (2) members of the Grievance Committee shall be relieved from their regular duties, upon reasonable notice to their division or department head, so as to allow a relief employee to cover their jobs if necessary, to enable them to negotiate with a division or department head and/or the Labor Relations Administrator, or a designated representative on all grievances that have been processed to the appropriate level. They shall be paid at their regular rates of pay during such negotiations, for all time consumed during their regular working hours.

Section 4. Time Off for Witnesses

When the Grievance Committee and the Labor Relations Administrator, or a designated representative determine it necessary for witnesses to be called, the said witnesses shall be relieved from their regular duties upon notice to their department or division head and they shall be compensated by the Employer at their regular rate of pay for all time consumed during their regular working day.

Section 5. Negotiation Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, designated Association representatives shall be allowed to:

- A. Attend negotiating meetings with the City.
- B. Prepare and transmit communications, authorized by the Local Association, or its officers, to City officials.

Section 6. Association Representation Subunits

For the purpose of Association representation (stewards), the represented subunits in the City shall be as follows:

- Subunit #1 City Hall
- Subunit #2 Public Works & Utilities

The Employer and the Association may agree to a modification of the bargaining subunits from time to time by Memorandum of Agreement.

Section 7. Subunit Representatives

- A. In each subunit employees shall be represented by one (1) subunit representative. In the absence of the Unit Representative in a given subunit, the Unit Representative assigned to any other subunit may act in his/her behalf. In the event none of the subunit representatives can be contacted, the employee may be represented by a member of the Grievance Committee.

ARTICLE IV - GRIEVANCE PROCEDURE

- B. The subunit representatives, during their working hours without loss of time or pay, may investigate and present grievances to the Employer provided reasonable notice is given to their respective supervisors so as to allow their jobs to be covered if necessary.

Section 8. Association and Employer Representatives, Notice of

- A. The Association agrees to provide the Employer with a current list of designated subunit representatives in the subunits, grievance committee members, negotiating committee members, or Board of Directors as changes occur.
- B. The Employer agrees to provide the Association, upon request in writing, a current list of all department and/or division heads in the various subunits hereinbefore identified.

ARTICLE V - SENIORITY

Section 1. Definition of Seniority

- A. Seniority is preference or priority that assigns to permanent employees certain rights contained in this contract.
- B. A new employee hired from outside the City shall be on probation for the first twelve (12) months of his/her employment. All benefits shall begin to accrue as specified within this Agreement. Utilization of accrued sick and vacation leave will be allowed to be after six (6) months of employment.
- C. A current employee of the City promoted into the bargaining unit shall be on probation for up to six (6) months. All other benefits shall continue uninterrupted.
- D. Current bargaining unit employees promoted within the bargaining unit shall be on probation for three (3) months. All other benefits shall continue uninterrupted.

Section 2. Seniority Lists

The City will provide the Association with seniority lists upon written request.

Section 3. Records

Seniority of all employees shall be and remain as posted except as it may be accumulated or otherwise changed.

- A. The City shall present the Association each month with a list of employees involved in the following transactions:

ARTICLE V - SENIORITY

1. Employees hired or rehired or temporary employees as they become regular employees.
2. Employees going to or returning from military service.
3. Employees transferred out of the bargaining unit.
4. Employees who for any reason separate from the City.
5. Employees going or returning from leaves of absence.

B. The seniority list shall be maintained in seniority date order.

Section 4. Shift Preference

In any department where employees in the same classification work different shifts, the senior employee shall have preference as to which shift they desire to work in descending order of seniority status. Shift preference may be exercised only once during any six (6) month period.

Section 5. Seniority of Officers

Notwithstanding their positions on the seniority list, elected officials of the Association shall, in the event of layoff only, be continued on the job provided they can perform the work in the classification available.

Section 6. Layoff

- A. Layoffs shall be made in conformity with the principle of seniority, i.e., the last one hired being the first one laid off, and the first one laid off shall be the last one recalled. The Association shall be notified 30 days in advance of any layoff. In the event layoffs become necessary, senior employees shall be entitled to transfer to any other jobs, in equal or lower classifications, in their bargaining unit held by less senior employees. However, if the employee indicates a desire to bump into a classification that contains a licensing or certification prerequisite, the employee will not be eligible to bump into the classification unless proof of possession of the required license or certification is submitted. If the position requires a certification or license, proof of possession must be submitted at the time bumping rights are exercised. If the job description allows for a certification or license to be obtained within a specified time period, the employee will be given an opportunity to acquire the license or certification within the specified time period.

ARTICLE V - SENIORITY

- B. Notwithstanding their positions on the seniority list, elected officials of the Association shall, in the event of layoff, be continued on the job provided they can perform the work in the classification available. Elected officials are defined as President, Vice President, Secretary, Treasurer, Sgt-at-Arms, and stewards as defined under Article IV, Section 6.
- C. If an employee is unable to perform the duties of the position into which he/she has bumped within the five (5) day period (which can be extended five (5) days at Management's discretion), the employee will be laid off without another opportunity to bump.
- D. The City will hire no new employees as long as there are employees laid off who can perform the duties in a classification to be filled. If the vacant position requires a license or certification as a prerequisite that employees on the recall list do not possess, or if no laid off employee accepts the position, the City retains the right to hire new employees.
- E. As soon as a position is available in the former classification, the employee will be recalled to it immediately, without examination.
- F. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an individual employee, within ten (10) calendar days of the date the notice was mailed, fails to return to work he/she shall be considered to have resigned. (Exception may be made in cases of hardship or other inability to return).
- G. In the event of a layoff, employees at the time of his/her layoff with 70 points (minimum 20 years of service) may elect to retire without penalty.

Section 7. Military-Veterans

- A. The length of an employee's service with the Armed Forces of the United States or enforced military training which interrupted his/her service with the City shall be included in the computation in his/her length of service with the City to determine his/her status on the seniority list. Any employees actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose his/her seniority status, but upon termination of such service shall be reemployed by the City, provided he/she has been honorably discharged from the service and reports to work within ninety (90) days after discharge.
- B. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it will have seniority equal to the time spent in the armed forces added to his/her total seniority provided he/she has been honorably discharged from the service and reports for work within ninety (90) days after discharge.

ARTICLE V - SENIORITY

- C. Except as hereinabove provided, the reemployment rights of such employees and applicable laws and regulations will limit probationary employees.
- D. An employee shall be paid for the day he/she is ordered to report for his/her pre-induction physical examination if he/she has been drafted for military duty.

Section 8. Pay and Service Credit

- A. An employee who has been certified as having satisfactorily completed the probationary period will be advanced to the next step in the pay range for the position on the anniversary of the appointment of the employee. Further increases of one step (as outlined in the official pay plan) shall be granted annually thereafter until the employee receives the maximum step in the pay range for the position.
- B. Pay increases shall become effective at the beginning of the pay period nearest the anniversary date. Nothing in this section, however, should preclude the possibility of an employee being advanced at a more rapid rate.

ARTICLE VI - CONDITIONS OF WORK

Section 1. Hours

- A. The City of Pontiac reserves the right to establish the standard workday and work week for all bargaining unit employees. The current standard duty day for employees will be eight (8) consecutive hours, exclusive of lunch periods and the current standard work week shall consist of five (5) consecutive days. The City however, at its discretion shall have the authority to change the current standard work day and/or work week of bargaining unit employees to not less than thirty-two (32) hours per work week. Should the City of Pontiac revise the workday/work week pursuant to the above referenced language said changes to the work day/work week would in no way modify an employee's tenure as a full time employee of the City of Pontiac. In addition, any reductions in hours worked pursuant to this section will not diminish the accrual of any benefits that are calculated based on a forty (40) hour work week. Hours reduced in association with this provision shall be considered as time worked for the purposes of eligibility for overtime payment and retirement service credit. The City will give a ten day notice, if possible, to affected employees when a change in the work day/work week is mandated.
- B. It is understood between the Parties that following pay period #2 ending January 23, 2010, that no furlough days shall be assigned to employees who are in the SAEA bargaining unit upon ratification of the July 1, 2008 through June 30, 2011 Collective Bargaining Agreement through the remainder of the 2009-2010 fiscal year. Should the City decide to reinstate furlough days for City employees following the conclusion of the 09/10 fiscal year the City may at its discretion either allow SAEA bargaining unit employees to work or allow for the employee to utilize accrued vacation leave in lieu of time off without pay.

ARTICLE VI - CONDITIONS OF WORK

Section 2. Relief and Lunch Periods

All bargaining unit employees shall receive one (1) fifteen minute relief period in each half of a duty day. Relief periods shall be scheduled by the City. Scheduling of relief periods shall not be used as a disciplinary measure.

Section 3. Overtime

- A. Overtime shall be paid at the rate of time and one half for all hours actually worked over forty in a scheduled work week with the understanding that Article VI., Section 4; Call Back Time, shall be exempt from this requirement. Paid time for sick and vacation shall not be considered as time worked. This constitutes the entire understanding between the Parties as it relates to the rate of overtime that will be paid to any employee for any reason. It is further understood between the Parties that any existing contract language inconsistent with this understanding shall be rendered null and void. Unpaid furlough days, personal leave days and City recognized holidays shall be considered as time worked. The employee's Department Director or his/her designee must approve all requests for overtime and compensatory time.
- B. Compensatory time requested by an employee may be given to an employee in lieu of overtime at the City's discretion. It is understood that an employee's compensatory time bank may not exceed forty (40) hours. The City and the Association further agree that the employee when directed by the City shall utilize compensatory time earned by an employee. Compensatory time earned during a calendar year must be used by the end of the same calendar year. If the employee is unable to use his/her compensatory time it will be paid in cash by the first full pay period in January of the new year. No compensatory time earned in one calendar year may be carried over to the next calendar year.

Section 4. Call Back Time

- A. Unscheduled Call Back. Employees called back outside their regular hours on an unscheduled basis shall be paid overtime rates for the total time worked, with a minimum of three (3) hours premium time for each call back except when the call back merges into a regular workday before the three (3) hour period has elapsed. In such cases, the minimum three (3) hour guarantee shall not apply, and overtime rates shall be discontinued at the beginning of the regular workday.
- 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 (1) hour minimum guarantee. Such scheduling must be announced before the end of the last regular tour of duty prior to the call back work activity.

ARTICLE VI - CONDITIONS OF WORK

Section 5. Discipline

- A. 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:
 - 1. It shall be the policy of the City to warn an employee orally for the first offense.
 - 2. It shall be the policy of the City to give at least one written warning for a second offense.
 - 3. It shall be the policy of the City to give appropriate discipline for further offenses.
 - 4. It shall be understood that an employee shall be given a reasonable opportunity to have a union official present during any act of suspension or discharge.
- B. Nothing in this section, however, shall prevent a Department Head from appropriately disciplining an employee immediately should circumstances warrant.
- C. After twenty-four (24) months of satisfactory service an employee's personnel record shall be reviewed and all disciplinary reports shall be officially destroyed.
- D. Copies of all reprimands and other disciplinary action taken against employees shall be sent to the Association.

Section 6. General Records

Personnel records except those, which must be kept at department or division offices, such as overtime records, attendance records, etc., shall be maintained by the Human Resources Department. The City guarantees that employee evaluations will be kept confidential. Any questions an employee may have regarding his/her personal history records will be referred to his/her immediate supervisor for answers. Should it become necessary for an employee to examine his/her records it will also be through his/her immediate supervisor. Such business should be completed within three (3) duty days.

Section 7. In-Classification Training

In assignments where Association members are identically classified, they may be trained, upon their request, in all aspects of their classification to the extent that is possible.

ARTICLE VII- PROMOTIONS AND RECLASSIFICATIONS

Section 1. Promotions

- A. Promotions to fill vacancies will be made in order of final score on examinations conducted by the Human Resources Department. An employee having satisfactorily completed the probationary period will be advanced to the next step in pay range for the position on the anniversary of the promotion. Further increases of one step (as outlined in the official pay plan) will be granted annually thereafter until the employee receives the maximum step in pay range for the position.
- B. Upon failure to satisfactorily complete the probationary period an employee who has been promoted will be returned to the position last formerly held, provided that the employee may be transferred to a similar position within another department or division if one is available and is requested.
- C. All vacant positions to be filled in the bargaining unit shall be filled competitively. Examination announcements specifying minimum qualifications and location of worksite shall be distributed to departments and divisions and posted on official bulletin boards. Bargaining unit employees who meet the minimum qualifications shall be given an opportunity to fill vacant bargaining unit positions before outside recruitment is undertaken. If one bargaining unit member is certified by the Human Resources Department as possessing the minimum qualifications for the available promotion, the City at its option may waive any examination requirements and place the employee in the position.
- D. In all written examinations, when computing the final score, seniority shall be a factor weighed as follows:
 - 1. One percent (1%) for each year of service to a total of ten percent (10%).
 - 2. A bonus of five percent (5%) to the most senior employee.
 - 3. Seniority points will be added only if the minimum passing score in the written examination has been achieved.
 - 4. In case of a tie, the employee with the most seniority will be promoted. If a tie still exists, the determination will be made on the basis of alphabetical order of last names.
- E. An examination, as established by the City, must be conducted if two (2) or more candidates meet the minimum qualifications as posted in the promotional examination announcement. Examinations shall be confidential except that a candidate and his/her representatives, at the request of the candidate, may inspect the completed examination of the candidate but may not copy questions nor take notes during such inspections.

ARTICLE VII- PROMOTIONS AND RECLASSIFICATIONS

1. Examinations shall be conducted within thirty (30) days of the posting for the examinations. The filling of vacant positions tested for shall occur within thirty (30) days after the examinations are conducted and the other employees who have qualified in a given promotional examination will be placed on an eligibility list. An eligibility list shall remain in force for two years from the date of the promotional examination for which it was established or until the names on the list have been exhausted, whichever occurs sooner. At that time the list will be discarded.
2. The names of qualifying employees will be placed on the list in order of final scores. In the case of a tie, names will be ordered according to seniority.
3. Failure to accept a position will cause an employee's name to be removed from the list.

Section 2. Temporary (Acting) Promotions

When an employee is temporarily promoted to a position in a higher classification the employee shall receive an increment in wages within the salary range for the higher position. In cases where a permanent employee on leave of absence does not return to work the position will be open for promotion. Where it is known that a temporary promotion is available for periods of more than thirty (30) days it shall be filled by the most senior qualified employee in the next lower classification within the department or division. A temporary promotion shall not continue longer than six (6) months except to fill vacancies caused by illness, injury, vacation or leave of absence without a written agreement between the Parties establishing the additional duration of the temporary promotion. In any case, such extension may not exceed an additional six month period.

Temporary promotions made in connection with special State and/or Federal funded programs shall not continue beyond the starting and ending dates of the program. Said dates will be established prior to the start of the program. Temporarily promoted employees shall be eligible to receive step increases.

Section 3. Reclassification

- A. Should an employee feel that the duties of their position represents a substantial change in work responsibilities, the employee can submit a request to the Association and the City for an audit of the position. Such request shall be limited to not more than once each twenty-four (24) month period.
- B. An employee is not prohibited from receiving out of class pay or a temporary promotion while the audit process takes place.

ARTICLE VII- PROMOTIONS AND RECLASSIFICATIONS

- C. All audit requests shall be submitted to the Human Resources Department between May 30th through June 30th of any year. The parties shall only meet in the month of July of each year to discuss all audit requests submitted. Upon an agreement by the parties that an adjustment to a position is necessary, said adjustment will be made and recorded in a memorandum of understanding between the parties. Any adjustments agreed to between the parties shall become effective with the signing of the agreement.
- D. It is understood between the parties that the results of audit requests are not subject to the grievance procedure.
- E. The Parties agree that within thirty (30) days of ratification of the July 1, 2008 through June 30, 2011 CBA that the City will conduct a General Classification and Wage survey among all bargaining unit positions and upon an agreement by the Parties that a wage adjustment to a position is necessary, said adjustment will be made and be effective as of December 1, 2009. The Parties agree that individual desk audit request as outlined in Paragraph A above shall not be allowed over the life of the July 1, 2008 through June 30, 2011 Collective Bargaining Agreement unless, as determined by the City, major restructuring or reorganization occurs. Any such determination made by the City may be subject to mediation at the request of the Association.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1. Requesting Leaves of Absence

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, the Human Resources Department must also approve it. A leave of absence may extend up to six (6) months in duration and may be renewed upon proper application. An employee shall request a leave of absence, in writing, in advance of the date desired. A leave may be requested for any legitimate purpose. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks except that unpaid leave for illness, injury, or military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

Section 2. 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 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. This leave shall not exceed ten (10) work days in any one (1) year period; except that in the event of a State or National emergency consideration will be given for an extension of this period on an individual basis.

ARTICLE VIII - LEAVES OF ABSENCE

Section 3. Leave for Jury Duty

The City shall pay any member of the Association, including probationary employees, who are required to serve on a Jury Panel, the difference between the jury duty fee and his/her regular wages.

Section 4. Family and Medical Leave Act

The City will abide by the guidelines of the Family and Medical Leave Act of 1993. All leaves under the contract shall be counted toward the employee's entitlement under the Family and Medical Leave Act.

Section 5. Leave for Elective Office

- A. Any employee with seniority elected to public office may make written application for a leave of absence without pay for the period of his/her first term of active service in such elective office. Additional leaves of absence for service in elective public office may be granted upon written application by the employee to the Human Resources Department.
- B. An employee, under the provision of paragraph A, shall be guaranteed reemployment at the end of the leave at the then current rate of pay to which he/she is entitled on the basis of seniority. Seniority will accumulate during the period of such leaves only if the elective position is to a position within the City of Pontiac.

Section 6. Educational Leave

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.

Section 7. Payment of Insurance Premiums While on Leave

An employee on leave without pay for non-service connected illness or disability shall have health insurance benefits paid in full by the City for six (6) months. The City will also pay an employee's life insurance premium for six (6) months. If the employee is laid off, the City will continue to pay health insurance premiums and life insurance premiums for sixty (60) days.

ARTICLE IX - FRINGE BENEFITS

Section 1. Vacation Leave

A. Earning Vacation Leave - 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 service but less than six (6) years service shall earn vacation leave at the rate of fifteen (15) days per year, one (1) day vacation for every seventeen and three-tenths (17.3) days worked.
3. Those employees with more than six (6) years service but less than seven (7) years service shall earn vacation leave at the rate of seventeen (17) days per year, one (1) day for every fifteen and three-tenths (15.3) days worked.
4. Those employees with more than seven (7) years service but less than ten (10) years service shall earn vacation leave at the rate of twenty (20) days per year, one (1) day vacation for every thirteen (13) days worked.
5. Those employees with more than ten (10) years service but less than twelve (12) years service shall earn vacation leave at the rate of twenty-one (21) days per year, one (1) day vacation for every twelve and four-tenths (12.4) days worked.
6. Those employees with more than twelve (12) years of service but less than fourteen (14) years service shall earn vacation leave at the rate of twenty-two (22) days per year, one (1) day vacation for every eleven and eight-tenths (11.8) days worked.
7. Those employees with more than fourteen (14) years service but less than sixteen (16) years service shall earn vacation leave at the rate of twenty-three (23) days per year, one (1) day vacation for every eleven and three-tenths (11.3) days worked.
8. Those employees with more than sixteen (16) years service but less than eighteen (18) years service shall earn vacation leave at the rate of twenty-four (24) days per year, one (1) day vacation for every ten and eight-tenths (10.8) days worked.

ARTICLE IX - FRINGE BENEFITS

Those employees with more than eighteen (18) years service shall earn vacation leave at the rate of twenty-five (25) days per year, one (1) day vacation for every ten and four-tenths (10.4) days worked. Regular employees serving their probationary period shall, at the completion of their probation, have posted to their account the vacation leave earned during that period. Accrued leave may not be used during that period.

- B. Posting Vacation Leave - Earned vacation leave will be posted to each regular employee's account on the anniversary date of his/her employment except as noted in Article IX, Section 1, A (2). Intermediate postings may be made as necessary.
- C. Banking Vacation Leave - Employees will be permitted to bank a maximum of twice their allowable yearly rate of vacation accrual. For example; if an employee accrues twenty-one (21) days of vacation per year, that person would be allowed to have no more than forty-two (42) days of accrued vacation in their vacation bank as of the beginning of each fiscal year. In unusual circumstances, where it is determined by the City that an employee was not afforded an opportunity to utilize accrued vacation leave in a manner that would prevent an overage at the end of the fiscal year, the Human Resources Department may waive this requirement. Upon such a waiver, overage will be placed in a frozen bank to be utilized at the employee's discretion or as directed by the City. Such frozen bank time shall have no monetary value upon retirement or separation of employment from the City. Unless waived by the Human Resources Department, any accrual of vacation leave in excess of allowable accrual shall be removed from employee's bank at the beginning of each fiscal year and such time shall be considered lost.
- D. Requests for Vacation Leave
 - 1. 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.
 - 2. Except for emergencies, vacation leave requests must be submitted at least twenty-four (24) hours in advance; and no vacation leave may be taken without the approval of the Department Head or designated official.
 - 3. Vacation Leave as Terminal Pay - Upon leaving the service an employee will receive pay for all unused vacation leave.
 - 4. Vacation will be taken without causing detriment to the department or to the City and must be taken with the approval of the Department Head or the designated representative.

ARTICLE IX - FRINGE BENEFITS

Section 2. Sick Leave

All regular, full time or part-time permanent employees earn sick leave in accordance with the following provisions:

- A. Regular employees hired prior to January 1, 2012 shall earn sick leave on the basis of .833 work day for each completed month of service. Regular employees hired on or after January 1, 2012 shall earn sick leave on the basis of .50 work day for each completed month of service.
- B. Regular employees rendering service in a part-time permanent position shall earn that fraction of a full work day for each completed month of service that is determined by the ratio of hours actually worked to the full time hours.
- C. An employee hired prior to January 1, 2012 may accumulate a maximum of one hundred fifty (150) days sick leave. An employee hired on or after January 1, 2012 may accumulate a maximum of thirty (30) days (240 hours) sick leave.
- D. Sick leave shall be charged in amounts of one-half (1/2) day for absence on a duty day to two to five hours and a full day for absence of over five (5) hours. An employee who has reported for duty at the beginning of his/her shift will be allowed to use sick leave in units of one hour or more.
- E. Sick leave may be used in case of personal illness of an employee or when he/she is required to attend a member of his/her immediate family who is ill or incapacitated.
- F. The immediate family shall mean: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister or brother. This will also include any other relative permanently living in the same household.
- G. To be paid for sick leave an employee or a member of his/her immediate family must call into his/her department or division reporting his/her absence not later than one half (1/2) hour after the beginning of his/her tour of duty. 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 (on the second day only an employee may call in within two (2) hours of the beginning of his/her tour of duty).
- H. Vacation time may be used as sick leave, when requested, whenever absence due to illness exceeds the amount of sick leave earned and authorized.
- I. All unused sick leave shall be credited to any employee recalled from the layoff, transferred to another department, or returned from leave of absence.

ARTICLE IX - FRINGE BENEFITS

- J. Sick leave without pay may be authorized with the approval of the Human Resources Director after all paid sick, vacation and/or other paid leave time has been exhausted. Unpaid sick leave not to exceed six (6) months may be granted at the request of an employee with a statement from a licensed physician indicating that such leave is necessary. The leave may be extended an additional six (6) months with further documentation from the employee's physician as to why the extension is necessary. In no cases shall unpaid sick leave be granted for a period exceeding one (1) year.
- K. Employees retiring under the Pension System shall receive pay from the City for 75% of their accumulated sick leave in their sick bank as shown on the records in the Human Resources Department. Such payment shall be included in determining the retiring employee's final average compensation. It is understood that no employee can accumulate more than one hundred fifty (150) days of sick leave in his/her primary bank.

Section 3. Funeral Leave

- A. Five (5) working days leave with pay shall be granted to an employee in the case of death of a member of his/her immediate family.
- B. The immediate family for this purpose shall be: wife, husband, daughter, son, mother, father, sister, brother, grandmother or grandfather, grandchildren, mother-in-law and father-in-law.

Section 4. Injury Compensation

- A. An employee who is on a compensable injury 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.
- B. If a person's employment is discontinued due to the individual being off on a disability leave for eighteen (18) months, said individual shall have the right to re-apply for employment with the City should they subsequently recover from their disabling injury.

ARTICLE IX - FRINGE BENEFITS

Section 5. Holidays

Employees shall be given each holiday, except for Presidents Day off with pay. President's day shall be a day off without pay. An employee may use a vacation day if the employee chooses to be paid for President's Day. Employees who work on any of the paid holidays shall receive holiday pay plus double time for all time worked. If the holiday falls on their regular day off they shall be paid for an additional day. Holiday work shall be offered equally among employees required to work with senior employees having preference as to which specific holiday they shall be off duty.

- A. The following shall be paid holidays for the City. (Holidays falling on Saturday shall be observed on Friday; holidays falling on Sunday shall be observed on Monday):

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve

- B. In regularly scheduled six or seven day operations where employees have holidays that fall on their scheduled off days they shall have the option of taking the holiday pay or rescheduling the holiday time off during two pay periods prior to or succeeding the holidays.
- C. In order to be eligible for holiday pay, an employee must work their regularly scheduled workday prior to the holiday and their regularly scheduled workday after the holiday, unless the employee is on excused leave. If ill or injured, the employee shall be required to present a physician's statement. In cases where the employee's immediate family is sick or injured, a doctor's slip for the family member shall be provided.
- D. Seven (7) day operation employees are to receive holiday pay for the actual holiday, as opposed to the citywide practice of receiving holiday pay on the day the holiday is observed by the City. The employees who do work on the City-observed holiday will be paid as a regular workday.

Section 6. Personal Leave Day

The City will provide each employee with three (3) personal leave days per year. It is understood that a leave notification must be given to the supervisor by the requesting employee and that these personal leave days must be utilized each fiscal year or they will be forfeited. Personal leave days must be used in whole day increments.

ARTICLE IX - FRINGE BENEFITS

Newly hired employees on a twelve (12) month probationary period shall be entitled to three (3) personal leave days within the next pay period following the completion of their probationary period.

Section 7. Retirement Benefits Definition

The parties agree that the interpretation, meaning and application of any pension benefit negotiated under Article IX shall be made by the Director of Human Resources subject to challenge only by the Association through the grievance process contained in the Collective Bargaining Agreement between the Parties. This includes the final determination of a members service years and applicable salary for purposes of determining final average compensation.

Section 8. Retirement Contribution

The City shall continue to provide the fully paid retirement contribution for all bargaining unit employees.

Section 9. Retirement Annuity

- A. Effective January 1, 2010, the method of determining an employee's annuity will be changed to reflect the following:

First twenty (20) years of service	3.0% of FAS per year
Next five (5) years of service	2.5% of FAS per year
Next five (5) years of service	1.0% of FAS per year

An employee's annuity is subject to a maximum of 77.5% of final average salary.

- B. Effective July 1, 2000, the City shall supplement the retirement annuity of each employee who retires under the Pension System by making an annual payment equal to two (2) percent of his/her base retirement annuity. This payment shall be cumulative for eighteen (18) years so that the maximum cost of living total received after eighteen (18) years shall be thirty-six (36) percent of the retiree's original base retirement.

Section 10. Pension Retirement

- A. Effective July 1, 2002, employee may retire at age 50 with 25 years service with no penalty.

Upon a finding by the Mayor that it is in the best interest of the City that in cases where reorganization and/or a reduction of the workforce is necessary, an employee 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

ARTICLE IX - FRINGE BENEFITS

least sixty-five (65) points, said employee may elect to retire under the GERS without penalty.

- B. Employees eligible for retirement from the City of Pontiac under the GERS shall have the ability to begin said retirement on the date selected by the retiring employee as long as the employee has obtained the required age and service years by the date selected. Employees should give at least thirty days notice to the City of Pontiac Retirement Division to allow for the processing of the employees application for retirement and any related administrative procedures required by the system. Failure by a retiring employee to give thirty (30) days notice of pending retirement may result in a delay in receiving pension benefits but it shall not result in a change in the retirement date selected by the member.
- C. Any new employee hired after implementation of the July 1, 2005 through June 30, 2008 Collective Bargaining Agreement shall not be allowed to participate in the City GERS defined benefit plan. Employees hired after implementation of this agreement will be allowed however, to participate in a defined contribution plan, established by the City. The employer will make a contribution equal to eight percent (8%) of the employee's base salary to the plan and the employee will be required to contribute three percent (3%) of base salary to the plan. Contributions to the defined contribution plan may be adjusted if necessary to comply with EVIP requirements.

Section 11. 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 their spouses and eligible dependents the above described dental coverage.

Section 12. Life Insurance

- A. Bargaining unit employees hired prior to January 1, 2012 will be provided with a group life insurance policy having a face value of twice the employee's annual salary. The policy will provide double indemnity in case of accidental death. The Association 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.
- B. Bargaining unit employees hired on or after January 1, 2012, shall not be provided life insurance coverage.

ARTICLE IX - FRINGE BENEFITS

Section 13. 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. In order for a person to be eligible for post retirement health care coverage, the employee must have completed ten (10) years of service with the City of Pontiac and be at least sixty (60) years old and/or the employee must have completed twenty-five (25) years of service and obtained the age of fifty (50). The only two exceptions to this provision are early retirement allowances found under Article V, Section 6 G and Article IX Section 10.
- E. The City will provide a family continuation rider for eligible dependent children 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 employees retiring under this agreement to enroll in Medicare upon reaching eligibility. Medicare Part B payments are eliminated for all 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.

ARTICLE IX - FRINGE BENEFITS

Section 14. Pay Out of Fringe Benefits

Newly hired employees separating from the City for any reason, including but not limited to, voluntary quit, discharge or retirement, shall have their accrued fringe benefits under this section paid out at the rate earned and not at the rate in effect at the time of separation.

ARTICLE X WAGE BENEFITS

Section 15. Wages

Effective August 15, 2012 the wage plan shall be as shown in Appendix C.

Section 2. On-Call Supervisors

Each employee designated as an on-call supervisor will be compensated at the rate of eight (8) dollars per day while on on-call status. Such compensation will be in addition to any other compensation received as a result of being called in to work. Employees designated as "on call" must have prior written approval from the Department Director on file in the payroll division before any such payments shall be made.

Section 3. Longevity

The City agrees to a longevity program that 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 2% payment.
- B. Employees who have completed ten (10) years service but less than fifteen (15) years service will receive a 4% payment.
- C. Employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a 6% payment.
- D. Employees who have completed twenty (20) years service but less than twenty five (25) years service will receive an 8% payment.
- E. Employees who have completed twenty-five (25) years service will receive a 10% payment.
- F. Such longevity payments will be made annually and distributed to the employee not later than December 7th of each year.
- G. Employees who complete their 5th, 10th, 15th, 20th or 25th years 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.

ARTICLE X - WAGE BENEFITS

- H. Each eligible employee shall receive longevity payments computed on his/her straight time earnings up to his/her actual base rate. Overtime and shift premiums will not be included in computations for longevity payments.

Longevity payments will be computed on the year beginning with the first pay period following the end of the last pay period in November and ending at the close of the last pay period in November next.

- I. Any eligible employee separating from employment with the City for reasons other than discharge will be paid a pro rata longevity benefit for the year of separation.

Employees hired by the City on or after October 1, 1995 and who subsequently enter into the bargaining unit shall not be eligible for longevity pay.

Employees hired by the City prior to October 1, 1995 and subsequently enter into the bargaining unit shall be eligible for longevity pay.

ARTICLE XI - GENERAL PROVISIONS

Section 1. Residency

City employees covered by this collective bargaining agreement shall reside within twenty miles from the nearest boundary of the City, except that current employees of the bargaining unit grandfathered because they were hired prior to November 30, 1984, 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.

Section 2. Safety Equipment

- A. The City will furnish at its expense all safety equipment necessary to protect the employee while performing the job duties required of him/her.
- B. 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.

ARTICLE XI - GENERAL PROVISIONS

Section 3. Licenses and Certifications

Effective with the full ratification of this agreement, the City will pay for renewal cost of all licenses and certifications required by the City, excluding regular driver's licenses.

The City will pay a one time only bonus of \$300 to S.A.E.A. members who possess and are required to have the following licenses: DNR Sewage Plant Operator Class B, DNR Water Distribution S-1.

Section 4. Pay Plan Distribution

Copies of pay plans when formulated shall be given to the Association as soon as possible.

Section 5. Working Agreement Distribution

Copies of this Agreement shall be provided to the Association for their distribution to their members.

Section 6. New Jobs or Classification Changes

- A. Whenever new supervisory jobs or job titles are established by the City, the Association will be promptly notified of such change in writing.
- B. Likewise, if existing jobs or job titles are formally restructured, amended or modified, the Association will be notified.
- C. In the event a dispute should arise as to the provisions of A and B above, the Association may, if it so desires, initiate a formal grievance directly to Step 3 of the grievance procedure.

Section 7. Maintenance of Conditions

Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.

Section 8. Rights of Management

The City reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the City.

ARTICLE XI - GENERAL PROVISIONS

Section 9. Separability

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time period provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 10. Relation to Regulations

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision 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 11. Inclusions

Adoption by reference of relevant Charter provisions, ordinances and resolutions, all provisions of the City Charter, ordinance and resolutions of the City Council relating to the working conditions and compensation of employees in the unit are included herein by reference and made part hereof to the same extent as if they were specifically set forth, except as such provisions are improved herein.

Section 12. 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;

ARTICLE XI - GENERAL PROVISIONS

- f. to prevent liability against the City and the employee by ensuring that employees can perform their duties without endangering themselves or the public.

Benefits; 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.

ARTICLE XI - GENERAL PROVISIONS

- 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.
- 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.

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.

ARTICLE XI - GENERAL PROVISIONS

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:

- 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

ARTICLE XI - GENERAL PROVISIONS

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.

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 XI - GENERAL PROVISIONS

Section 13. Duration

This Agreement shall be effective July 1, 2012 and its 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 forty five (45) calendar days prior to the expiration date of their intention to amend or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 30th day of August 2012.

CITY OF PONTIAC,
A Michigan Municipal Corporation

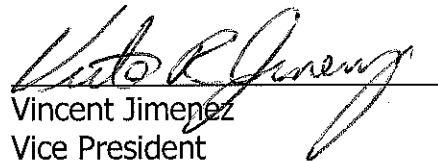


Louis H. Schimmel
Emergency Manager

**Supervisory & Administrative
Employees Association (SAEA)**



LaJuan Craft
President



Vincent Jimenez
Vice President

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION SUPERVISORY & ADMINISTRATIVE EMPLOYEES ASSOCIATION

By _____
(Please Print) Last Name First Name Middle Name

Department Division _____

Classification _____

To the City of Pontiac:

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by the Supervisory and Administrative Employees Association and any assessments levied by said Association, and to deduct from my earnings, the monthly dues as established and certified by said Association.

I authorize you to pay the amounts deducted to the Treasurer of said Association. This Authorization shall remain in full force and effect unless terminated by me by written notice to the Association and Employer within ten (10) days immediately preceding the termination date of the existing Association-Management Agreement or termination of my employment.

Date _____
Employee's Signature

APPENDIX B

**AUTHORIZATION FOR PAYROLL DEDUCTION
SUPERVISORY & ADMINISTRATIVE EMPLOYEES ASSOCIATION**

By _____
(Please Print) Last Name First Name Middle Name

Department Division _____

Classification _____

To the City of Pontiac:

I hereby request and authorize you to deduct from my earnings a monthly service charge as a contribution towards the support and administration of the Agreement between the City of Pontiac and the Supervisory and Administrative Employees Association in an amount equal to its member's regular monthly dues. I further authorize you to pay the amounts so deducted to the Treasurer of said Association.

Date _____

Employee's Signature

Appendix C

SAEA PAY PLAN STEP INCREASES EFFECTIVE AUGUST 19, 2012

<u>CLASS</u>	<u>START</u>	<u>6 MONTH</u>	<u>2 YEAR</u>
Superintendent	31.50	32.50	34.00
Supervisor	24.50	25.50	27.00
Foreman	21.50	22.50	24.00