

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PONTIAC, MICHIGAN

AND

TEAMSTERS, LOCAL 214

NOVEMBER 1, 2012 THROUGH JUNE 30, 2016

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TEAMSTERS, LOCAL 214
ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of Pontiac, Michigan hereinafter called the "City" and the Teamsters, Local 214, hereinafter called the "Union," pursuant to the Public Employment Relations Act, as amended. The purpose of this Working Agreement between the City and the Union is to promote and insure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work and to provide a method for the redress of any grievance.

ARTICLE II - RECOGNITION

Section 1. Bargaining Unit

The City hereby recognizes the Teamsters, Local 214 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, as certified by the MERC election on January 13, 2000, except temporary employees, executives, supervisory and confidential employees.

Section 2. Aid to Other Unions

The Employer agrees that it will not negotiate with any other Union or 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 or Association in any respect affecting the purpose of this contract as long as this Union is the legally designated representative.

Section 3. Subcontracting

The rights of contracting or subcontracting are vested in the City; however they will not be used for the purpose or intention of undermining the Union or to discriminate against any of its members. The City will notify the Union in writing at least ten days in advance of it's desire to contract bargaining unit work. The Parties may meet within this period to discuss any concerns that the Union may have with the announced subcontracting. The City of Pontiac shall however be permitted to enter into the announced sub-contract within twenty (20) days of it's notice to the Union.

ARTICLE II – RECOGNITION

Section 4. Union Security

- A. Present employees covered by this 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 after the thirtieth (30th) day following the effective date of the Agreement.
- 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 after the thirtieth (30th) day following the beginning of their employment in the unit. Employees who fail to comply with this requirement shall be removed from the bargaining unit fourteen (14) days after receipt of written notice of such fact by the Finance Director or his designee from the Union.
- 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. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article II of this Agreement, including, but not limited to, costs of litigation, attorney fees and judgments, if any.

Section 5. Deduction of Dues

The Employer hereby agrees to deduct dues, assessments and/or initiation fees of the individual employees to the Union 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 "CHECK-OFF AUTHORIZATION AND ASSIGNMENT" form, as set forth below:
 - 1. The Union will assume the entire cost for the reproduction of the "CHECK-OFF AUTHORIZATION AND ASSIGNMENT" forms.
- 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 II – RECOGNITION

- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the deductions have been made.
- D. The following form shall be utilized as authorization for such deductions from Union employees.

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

2825 Trumbull Ave. 48216-1290

(313) 962-7729

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

PRINT
NAME _____ DATE OF BIRTH _____
HOME
ADDRESS _____ CITY _____ ZIP _____
WHERE
EMPLOYED _____ DATE
EMPLOYED _____

I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214, of the I.B.T., hereby authorize my employer to deduct from my wages and to pay to Local 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and my employer. This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made. Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Social Sec. No. _____ Classification _____
Date _____ Signature _____

- E. The following form shall be utilized as authorization for payroll deduction of service fees by Union employees whose classifications are represented by the Union.

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS **LOCAL 214**

2825 Trumbull Ave. 48216-1290 (313) 962-7729

AGENCY FEE CHECK-OFF AUTHORIZATION AND ASSIGNMENT

PRINT
NAME _____ DATE OF
BIRTH _____
HOME
ADDRESS _____ CITY _____ ZIP _____
WHERE
EMPLOYED _____ DATE
EMPLOYED _____

ARTICLE II - RECOGNITION

I, the undersigned member of the bargaining unit, Teamsters State, County and Municipal Workers of Local 214, of the I.B.T., hereby authorize my employer to deduct from my wages and to pay to Local 214 and/or its authorized representative, membership dues, in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Social Sec. No. _____ Classification _____
Date _____ Signature _____

- F. Employees laid off shall have their dues or service fees automatically deducted upon return to their employment with the City. Employees who are enrolled between the 1st and 15th shall pay for the current month. Employees enrolled between the 15th and the end of the month shall pay the following month.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Processing a Grievance

Any grievance which may arise between the parties over the application, meaning or interpretation of this Agreement must be filed within ten (10) working days of the event, occurrence or knowledge of the facts giving rise to the grievance, and in cases of suspension within ten (10) working days of the day the suspension is terminated by discharge or reinstatement. Such grievance shall be settled in the following manner.

- A. Step One. The Unit Steward, with 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 shall respond to the Unit Steward within five (5) working days.
- B. Step Two. If the grievance remains unadjusted, it shall be presented by the Unit Steward, in writing, to the Department Head or designated representative of the City within seven (7) working days after the supervisor's response is due. The Department Head or designated representative of the City shall arrange a meeting to be held within five (5) working days. The City shall respond in writing to the written grievance within seven (7) working days after the meeting is held.
- C. Step Three. If the grievance remains unadjusted, it shall be presented by the Union to the Finance Director or his designee within seven (7) working days after the response of the Department Head or designated representative is received or seven (7) days after the response is due, whichever occurs first. A meeting shall be held within ten (10) working days of receipt of the grievance. The Finance Director or his designee shall respond in writing to the grievance within ten (10) working days after the meeting is held.
- D. Step Four. If the Union does not accept the written reply of the Finance Director or his designee, the Union may request arbitration within thirty (30) days of the Union's receipt of the written reply of the Finance Director or his designee. Failure to comply will bar the grievance from being further pursued by the Union. The Union must submit a request for arbitration to the American Arbitration Association within twenty (20) days of its notice to the City of the intent to arbitrate; or the parties may mutually agree to an ad hoc arbitrator. Failure by the Union to submit a request for arbitration to the American Arbitration Association and/or failure by the parties to mutually select an ad hoc arbitrator within the twenty (20) day notice of the Union's intent to arbitrate, will bar the grievance from being further pursued by the Union.
 - 1. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Expense 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 of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party and to the arbitrator.

ARTICLE III - GRIEVANCE PROCEDURE

- E. Failure by the Union to act on a grievance within the time limits specified in Article III, Section 1, paragraph A, B, C, and D, shall constitute a bar to further action on that grievance. Failure by the City to act on a grievance within the time limits specified in Article III, Section 1, paragraph A, B, and C, shall allow the grievance to be processed to the next step in the grievance procedure.
1. All time limits in the grievance procedure may be shortened or extended by mutual agreement.
 2. A grievance may be withdrawn without prejudice at or after step two of the grievance procedure by mutual consent and, if so withdrawn, all liabilities shall be canceled. If the grievance is reinstated, liabilities, if any, shall accrue from the date of the reinstatement.
 3. If the grievance is not reinstated within ninety (90) days, it shall not be reinstated.
- F. Grievances or disputes affecting the entire bargaining unit or entire classifications may be entered by the Union as a policy grievance at step three. Grievances or disputes affecting an entire department may be entered by the Union as a policy grievance at step two.

Section 2. Investigating Grievances

When it becomes necessary for the grievance committee to investigate grievances referred to them by a Unit Steward, a member of the grievance committee shall be given reasonable time off the job, with pay, to investigate the alleged grievance fully. The grievance committee member shall inform his/her supervisor sufficiently in advance of such time off.

Section 3. Time Off for Grievance Committee

The members of the grievance committee shall be relieved from their regular duties, upon reasonable notice to their department or division heads, to enable them to negotiate with a department or division head, and/or the Finance Director or his designee on all grievances that have been processed to the appropriate level. They shall be paid at their regular rate of pay when they are conducting negotiations for all time consumed during their regular working hours.

- A. Due to abnormal working hours, the members of the executive board whose tours of duty extend beyond 5:00 pm shall be allowed to attend all executive board meetings when called.

Section 4. Time Off for Witnesses

When the grievance committee or the Finance Director or his designee determines that it is necessary for witnesses to be called as needed at the arbitration, the said witnesses shall be relieved from their regular duties, upon reasonable notice to their department or division head,

ARTICLE III - GRIEVANCE PROCEDURE

and they shall be compensated at their regular rate of pay for all time consumed during their regular working day.

Section 5. Union Activities

The Employer agrees that during working hours, and without loss of pay, designated Union representatives shall be allowed to:

- A. Attend negotiating meetings with the City.
- B. Prepare and transmit communications authorized by the Union or its officers to City officials.
- C. Attend meetings called at the request of the Mayor.
- D. Attend Arbitration and MERC.

Time off for arbitration shall be limited to two (2) officials of the Union and time off for MERC hearings shall be limited to one (1) official of the Union.

It is understood that upon request and approval of their supervisor, Union officials may retrieve documents from the Union office located at 2825 Trumbull, Detroit, Michigan.

Section 6. Union Representation Units

For the purpose of Union representation, the number of representative subunits in the City shall be as follows:

Sub-Unit #1 City Hall (1) Steward

The Employer and the Union may agree to modification of the bargaining subunits from time to time by memorandum of agreement.

Section 7. Unit Stewards

- A. There will be one (1) alternate unit steward for the bargaining unit.
- B. The alternate steward shall not qualify for super-seniority status.
- C. The unit steward or alternate steward, acting in the absence of the unit stewards during their working hours, without loss of time or pay, may investigate and present grievances to the Employer providing a request and sufficient notice is given to their respective supervisors.

Section 8. Union and Employer Representatives, Notice of

- A. The Union agrees to provide the Employer with a current list of Chief Steward, Stewards and Alternate Stewards in the subunits, grievance committee members, and negotiating committee members.

ARTICLE III - GRIEVANCE PROCEDURE

- B. The Employer agrees to provide the Union with a current list of all supervisors, as well as department and/or division heads in the various subunits hereinabove provided.
- C. A grievance committee shall consist of Chief Steward and any two (2) Stewards of the Union.
- D. The negotiating committee shall consist of Chief Steward and any two (2) other members.

ARTICLE IV - SENIORITY

Section 1. Definition of Seniority

- A. Seniority is preference or priority in length of Bargaining Unit service, which assigns to permanent employees certain definite rights in matters of promotions, reassignments, transfers and leave preferences and other considerations attendant to the factor of seniority. Seniority shall be on a City-wide basis, within the Bargaining Unit, providing an employee has the qualifications and ability to perform in the position for which the employee claims seniority. Any difference of opinion between the City and the Union as to the ability of an employee to perform the job shall become a matter of the Grievance Procedure.

City Seniority accrued outside of the Bargaining Unit, except for employees returning to the Bargaining Unit under Article VI, Section 1. A., Promotions, or Article VII, Section 1. B. (City Appointments) shall not be used in matters of promotions, reassignments, transfers, leave preferences and bumping and/or layoff within the Bargaining Unit. City Seniority accrued outside of the Bargaining Unit shall only apply towards accrual of vacation leave, sick leave, personal leave, longevity and pension.

- B. A new employee to this Bargaining Unit shall be considered as a probationary employee for the first six (6) months of employment depending on length of probation for the classification. There shall be no seniority among probationary employees. When an employee completes the probationary period, the employee's name shall be included on the seniority list of the unit and shall receive seniority from the date of initial employment.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, and hours of employment only.

Section 2. Seniority Lists

- A. Seniority shall not be affected by race, sex, religion, marital status or dependents of the employees.

ARTICLE IV - SENIORITY

- B. The seniority list on the date of this Agreement will show the name and classification of all employees of the unit entitled to seniority.
- C. The City will provide the Union with up-to-date seniority lists within a reasonable time upon request.

Section 3. Termination of Employment and Loss of Seniority

- A. Termination - An employee shall be terminated for the following reasons:
 - 1. Voluntary resignation
 - 2. Disciplinary discharge not modified through the grievance procedure
 - 3. Retirement
 - 4. Failure to return to work within three (3) days of receipt of written notice of recall from layoff. The Employer will send notice of termination to last known address of record.
 - 5. Absence from duty for three (3) consecutive work days without approved leave from the City.
- B. Loss of seniority - An employee shall lose seniority for the following reasons:
 - 1. Failure to return from sick leave or leaves or City approved leaves of absence.
 - 2. Suspension without pay for ten (10) or more working days. Loss of seniority commences on the first day of the suspension.
 - 3. As the result of layoff, an employee will not accrue seniority. An employee will lose all seniority when the layoff exceeds their amount of seniority at the time of the layoff.

Section 4. Shift Preference

In any department where employees 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 (Chief Steward, Unit Steward) of the Union 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. In the event layoffs become necessary, temporary employees in the work section shall be laid

ARTICLE IV - SENIORITY

off first provided that regular employees can perform the necessary duties. Senior employees shall be entitled to bump to any other jobs, in equal or lower classifications, provided that they previously held status in those classifications. Alternately, senior employees may be eligible to a job in an equal or lower classification provided they can perform the duties. The Finance Director or his designee shall have sole discretion to determine the eligibility of an employee to transfer to a job where the duties are different than those the employee is currently performing. In the event that layoffs become necessary the exercise of bumping rights under this under this section by senior employees shall be directed to the position or job held by the least senior employee in the class or title. The employee will be given a five (5) working day trial period (which can be extended five (5) days at Management's discretion) to familiarize themselves with the job duties themselves with the job duties and to demonstrate the ability to perform.

- B. Any bargaining unit member who elects to bump into a temporary position during a layoff occurrence will be classified as a temporary employee.
- C. The City will not hire any new regular employees to fill vacant positions in the Teamsters Local 214 bargaining unit as long as there is an employee with seniority recall rights on layoff who can perform the duties of the position. The Union shall be notified twenty-eight (28) days in advance, if conditions allow, of any layoffs to allow them to work closely with the City and/or department to correctly align the determining conditions of the layoff. If employees are to be laid off, a fourteen (14) day written notice shall be given of the date when their services shall no longer be required, with a copy to the Chief Steward. Per Article IV, Section 6 (A) of this Agreement, the employees being laid off shall be given a list of classifications from which to make their bumping selections.
- D. As soon as a position is available in a laid off employees' former classification or any classification of equal or lesser pay covered by the pay plan contained in this agreement that the employee shall be recalled to that position and given a five (5) working day trial period (which can be extended five (5) days at Management's discretion) to familiarize themselves with the job duties and to demonstrate the ability to perform.
- E. When the workforce is increased after a layoff, employees who have recall rights will be recalled according to seniority. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail.
- F. When it is deemed necessary by the City to hire temporary employees to perform bargaining unit work, eligible bargaining unit members on lay off will be given an opportunity to perform in this capacity prior to the placement of other workers. The City shall not be required to place a laid off bargaining unit member into a temporary position should it determine that the laid off employee cannot satisfy the requirements of the position being filled.

ARTICLE IV - SENIORITY

- G. Employees laid off shall have recall rights equal to the length of seniority. However, those employees who are on the recall list as of four (4) years from date of layoff will be removed from the recall lists on the effective date of ratification.

Section 7. Transfers

- A. The City will give fair and proper consideration to employees requesting transfers who fulfill the minimum qualifications for the vacant position to which they wish to transfer. Such employees should make application to their Department or Division Heads, with copies to the Finance Director or his designee, stating their desires, qualifications and experience.
- B. The Finance Director or his designee shall maintain a list of all requests for transfers and it shall be responsible for notifying the employee's Department or Division Head when a vacant lateral or lower position becomes available. Notice of the employee's intentions must be returned to the Finance Director or his designee within three (3) working days.
- C. If any employee's request for transfer is denied, such denial must be sent to the employee stating reasons for denial in writing.

Section 8. Military Veterans

- A. The length of an employee's service with the Armed Forces of the United States or enforced military training, which interrupted the employee's employment with the City, shall be included in the computations of the length of service with the City to determine status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced military training shall not lose seniority status, but upon termination of such service shall be re-employed by the City, provided the employee has been honorably discharged from the service and reports to work within ninety (90) days after discharge.
- B. An employee being inducted into the service may arrange for a leave to begin up to thirty (30) days prior to the induction date.
- C. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete the probationary period, and upon completing it will have seniority equal to the time spent in the Armed Forces added to the employee's total seniority, provided the employee has been honorably discharged from the service and reports for work within ninety (90) days after discharge.
- D. Except as hereinabove provided, the reemployment rights of such employees and probationary employees will be limited by applicable laws and regulations.
- E. An employee shall be paid for the day the employee is ordered to report for the pre-induction physical examination if the employee has been drafted for military duty.

ARTICLE IV - SENIORITY

Section 9. Seniority Records

Seniority of all employees shall remain as posted at the signing of this Agreement except as it may be accumulated.

- A. A seniority list for all employees under this Agreement shall be submitted by the City to the Union and posted semiannually.
- B. The City shall present the Union each month with a list of employees involved in the following transactions:
 - 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 absences.
- C. The seniority list shall be established in accordance with seniority dates.

ARTICLE V - 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 made permanent with no interruption in service will receive seniority credit for all time worked under temporary status.

Section 2.

Pursuant to the recall from layoff provisions of this agreement, laid off bargaining unit members entitled to be hired after serving one year in a temporary position as provided for in Section 1, shall be restored to regular city employment in the classification and at the rate of pay received in temporary position. The employee shall not receive any additional seniority credit for the time worked in the temporary position however, the employee shall be entitled to bargaining unit seniority earned prior to the layoff in conjunction with Article IV Section – Layoff. The parties agree that an employee hired under this section shall not be construed as a violation of the recall procedures in Article IV, Section 6.

Section 3.

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 VI - CONDITIONS OF WORK

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 eight (8) consecutive hours, exclusive of lunch periods and the current standard workweek shall consist of five (5) consecutive days. The City, however at its discretion shall have the authority to change the standard work day and/or workweek of bargaining unit employees to no less than thirty-two (32) hours per workweek. Should the City of Pontiac revise the workday and/or workweek pursuant to the above as referenced language, said change shall in no way modify an employee's tenure a full-time employee of the City of Pontiac nor shall such days without pay reduce the employees accrual of any benefits that are awarded on the basis of hours worked. Such days taken off without pay shall be considered as time worked for allocation of all benefits and for purposes of eligibility for overtime payment and retirement. The City will give two weeks notice, to affected employees when a change in the workweek is necessary.
- B. The City and the Union agree to implement, where possible, the concept of "flex-time" within each department/division where bargaining unit members are assigned. Management within each division or department may meet with employees to arrange work schedules with due regard for the particular needs of the City and the employees.

Section 2. Relief and Lunch Periods

- A. All bargaining unit employees shall receive one (1) fifteen (15) minute relief period in each half of the duty day. Relief periods shall be scheduled by the City. Scheduling of relief periods shall not be used as a disciplinary measure.
- B. Lunch periods shall be for one (1) hour. Lunch periods shall be scheduled by the City.

Section 3. Overtime

Overtime will be paid at time and one half for all hours actually worked over forty (40) hours in a scheduled workweek. Paid time off for sick, vacation, personal leave, and holiday, 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.

- A. 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 time worked on Sunday or the seventh (7th) day of the scheduled work week. Authorized paid vacation, sick leave, and holidays shall be considered as time worked only for the purpose of this section (3).

ARTICLE VI - CONDITIONS OF WORK

- B. Employees shall work overtime when necessary and overtime on any job shall be allocated as evenly as possible among all employees qualified to do the work. Overtime shall be paid on the basis of one quarter (1/4) of an hour. It shall be the responsibility of the Department or Division Head to post overtime lists with bi-pay period adjustments.
- C. An employee may receive overtime payment in compensatory time off instead of cash; however, all compensatory time accrued must be used in the same calendar year it is earned or it will be paid in cash at the end of that calendar year. No employee may accrue more than forty (40) hours in his or her compensatory bank at any given time. No compensatory time earned in one calendar year may be carried over to the next calendar year.
- D. An employee may at the employee's option receive overtime payment in compensatory time off instead of cash; however, all compensatory time accrued must be used in the same calendar year it is earned or it will be paid in cash at the end of that calendar year. No compensatory time earned in one calendar year may be carried over to the next calendar year.

Section 4. Call Back Time

Employees called back outside of their regular hours shall be paid regular rates for the total time worked with a minimum of three (3) hours of pay for each call back. If a called back employee is paid more than forty (40) hours in a scheduled workweek, the employee will be paid at time and one half for all hours worked over forty (40) in the scheduled workweek.

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; to give at least one written warning for a second offense; to give suspension not to exceed three (3) days for the third offense; to give suspension not to exceed two (2) weeks for the fourth offense; and, finally, more severe discipline.
 - 2. Nothing in this section, however, shall prevent a Department Head from appropriately disciplining an employee immediately should circumstances warrant.
 - 3. 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 dismissal. If the employee does not wish to have a Union official present, a waiver card will be required to be signed.

ARTICLE VI - CONDITIONS OF WORK

- B. After twenty-four (24) months of satisfactory service, an employee's personnel record shall be reviewed and all disciplinary reports shall be officially destroyed.
- C. Copies of all reprimands and other disciplinary action taken against employees shall be sent to the Union.
- D. When an employee is disciplined, all incidents bringing about the discipline must be thoroughly discussed with the employee.

Section 6. General Records

Personnel records, except those which must be kept at department or division offices (overtime records, timesheets, etc.) shall be maintained by the Finance Director or his designee. The confidentiality of all such records shall be maintained by the City and employee evaluations will not be considered for promotional examination purposes. Any question 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 arranged through his/her immediate supervisor. Such business should be completed within three (3) duty days.

Section 7. Supervisory Duties

- A. Supervisors shall not wholly perform duties done by subordinates except in cases of real emergency or reduction of work force. Supervisory personnel shall not spend a majority of their time engaged in work activities consistently and routinely performed by their subordinates.
- 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.
- C. Certain misunderstandings have occurred in the past with respect to this provision. In order to reduce to a minimum any misunderstandings in this regard in the future, all alleged departures from this policy shall immediately be taken up in the following manner:
 - 1. With the supervisor involved.
 - 2. With the Department Head, if not satisfactorily disposed of.
 - 3. With the Finance Director or his designee, if necessary.

Section 8. In-Classification Training

In offices where employees are identically classified, they may be trained upon their request, in all aspects of their classification to the extent that it is possible. Requests for training should be in writing and submitted to the immediate supervisor.

ARTICLE VII - PROMOTIONS AND RECLASSIFICATIONS

Section 1. Promotions

- A. Promotions to fill vacancies will be made in order of final score on such examinations as may be conducted in accordance with procedures established by the Finance Director or his designee. Upon failure to satisfactorily complete the six (6) month probationary period on the new job, an employee who has been promoted will be returned to the employee's former department or division and former position, provided that the employee may be transferred to a similar position within another department or division if one is available and the employee requests it.
- B. All vacant or newly created positions to be filled in the bargaining unit shall be filled competitively. When positions are to be filled, examination announcements specifying minimum qualifications shall be distributed to departments and divisions and posted on official bulletin boards no later than fourteen (14) days following the occurrence of the vacant or new position.

Regular City employees shall be given an opportunity to fill vacant positions before outside service recruitment is undertaken. The examination announcement, wherever possible, shall include the following: the locations of the anticipated vacancies and the number of anticipated positions to be filled at each location.

- 1. Employees who meet the stated requirements on time in grade and on holding a certain classification or its equivalent shall be considered to have met the minimum qualifications for taking promotional examinations.
 - 2. Employees who satisfy time in grade requirements but cannot satisfy stated requirements on holding a certain classification or its equivalent, will be allowed to take the examination if they can certify that they have had experience, training, or education directly related to the position being tested for.
 - 3. Written promotional examinations shall be compiled, maintained, approved, and administered by the Finance Director or his designee and shall be conducted according to recognized procedures designed to insure that the integrity of the test is maintained.
- C. In written examinations, seniority shall be a factor weighted as follows:
- 1. One percent (1%) for each year of continuous service to a total of ten percent (10%).
 - 2. A bonus of five percent (5%) to most senior employee.
 - 3. 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 the flip of a coin.

ARTICLE VII - PROMOTIONS AND RECLASSIFICATIONS

- D. In oral examinations, seniority shall be a factor weighted on the basis of one-half percent (1/2%) for each full year of continuous service to a maximum of five percent (5%).
- E. Examinations will be conducted for all candidates who are certified. Examinations shall be confidential except that a candidate and his/her unit steward, at the request of the candidate, may inspect the completed examination of the candidate but may not copy questions not take notes during such inspections.
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.
- F. The names of 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 (2) 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.
1. The names of qualifying employees will be placed on the list in order of final scores in accordance with paragraph C, sub-paragraph 3 above.
 2. The employees at the top of an eligibility list will be offered the first opening of the position for which the list was established. Failure to accept the position offered will cause an employee's name to be placed at the bottom of the list.

Failure to accept a second position offered will cause the employee's name to be removed from the list.
 3. The City shall furnish copies of eligible lists and any changes in those lists when they are published.
- G. It is agreed that the City of Pontiac has instituted and is administering an Affirmative Action Plan in order to achieve its Equal Employment Opportunity Program goals. Therefore, so as to assist the City of Pontiac in reaching this goal, the Teamsters, Local 214 enters into the following provision:
1. To the extent permitted by the United States and Michigan Constitutions and applicable federal and state laws, and only to that extent, the parties agree as follows: When examinations are undertaken to fill positions wherein the City identifies through promotional posting and a letter to the Union, that a group of employees is under-utilized in minority representation, a second eligibility list shall be established from those minorities on the original list. The minorities shall be listed in rank order of total scores. A selection shall be from the top candidate on the minority list who has successfully completed the examination. After the minority selection has been made, an original list shall be re-established with all candidates in rank order of total scores.

ARTICLE VII - PROMOTIONS AND RECLASSIFICATIONS

2. Should it occur that no minority employees are among those who have successfully completed the examination, then the candidate who receives the highest score on the original eligibility list shall be selected for the position.
 3. Should it occur that G1 and G2 are challenged in state or federal court, the Union agrees to join the City in legal defense of these sections.
- H. Grievances pertaining to the nature and content of examinations must be filed at the third step within ten (10) days after the date of examination. Other grievances are barred ten (10) days after the posting of examination results.
- I. When examinations are undertaken to fill the Secretary positions, (Class Code 0047), shorthand as a criteria shall be removed as one of the qualifications.

Section 2. Temporary Promotions

- A. An employee shall not be required to perform in a position above the employee's classification without the employee's consent.
- D. Once an employee has agreed to the temporary position, and is assigned by their supervisor to perform temporarily in a position in a higher classification for a period exceeding two (2) consecutive days (sixteen (16) consecutive working hours), except in situations where the employee is being trained, the employee shall receive the next highest incremental wage rate in the temporary classification within the salary range for the higher position for all time worked. If the wage increase is less than five percent (5%), the employee's rate will be at the next highest step in the wage range in the temporary classification. However, in no case will the wage rate exceed the maximum wage established for the temporary classification. In cases where a permanent employee on leave of absence does not return to work, the position will be open for promotion.
- C. In cases where 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 division or department, respectively. A temporary promotion shall not continue longer than six (6) months except to fill vacancies caused by illness, injury, vacation or leave of absence.
- D. If an employee is temporarily promoted to a position represented by another labor association under the Employer, not included within the unit, and within six (6) months thereafter resumes duties of their former position within the unit, the employee shall have accumulated seniority while working in the position to which the employee was temporarily promoted.

Section 3. Reclassification

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 Union and the City for an audit of the position. Such request shall be limited to not more than once each twenty-four (24) month

ARTICLE VII - PROMOTIONS AND RECLASSIFICATIONS

period. Upon the recommendation of the employees Department Director, the Finance Director or his designee, at its sole discretion, may allow for a review of an employees job duties within twelve months of any former audit request.

Section 4. General Classification Surveys

There shall be only (2) two employee classifications as follows:

Municipal Clerk I
Municipal Clerk II

ARTICLE VIII - LEAVES OF ABSENCE

Section 1. Requesting Leaves of Absence

Upon request, Human Resource Department 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 Finance Director or his designee. 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 illness, injury or military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

- A. Any employee with seniority elected to public office may make written application for a leave of absence without pay for the period of the first term of active service in such elective office. Additional leaves of absence for service in an elective public office may be granted upon written application by the employee to the Finance Director or his designee.
- B. The City must notify the Union within thirty (30) days of any Union member who is appointed and accepts such appointment to a City appointed position.
 - 1. An employee, under the provisions of paragraphs A and B, shall be guaranteed reemployment at the end of the leave or City appointment at the then current rate of pay to which the employee is entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

Section 2. Leave for Union Officials

Leaves of absence for periods not to exceed two (2) years will be granted, without loss of seniority, to employees holding an elective Union office. Such leaves may be extended in two (2)

ARTICLE VIII - LEAVES OF ABSENCE

year units upon proper application. (They shall be allowed to continue in the City's insurance programs without loss by the payment of premiums).

- A. The Chief Steward of the Union shall be granted reasonable time off without pay to attend meetings of organizations of which the Union is an affiliate or other Union related business.

Section 3. Leave for Reserve of 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 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 twelve (12) month 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.

Section 4. Leave for Jury Duty

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

Section 5. Maternity Leave

It is recognized that maternity leave, according to Federal and State law, must be treated in the same respect as sick leave. This requirement was incorporated into law by the 1978 amendment to the ban on sex discrimination in Title VII, effective April 29, 1979. In this respect, the City will strictly adhere to maternity leave provisions as dictated by Federal and State law.

- A. Employees who become pregnant should notify their Department Head when medical confirmation is received.
- B. The employee shall be allowed to remain on the job as long as her physician certifies her able to perform her regular duties. In extenuating circumstances, the City may require re-certification of ability to perform her regular duties.
- C. The City will allow the use of vacation days for maternity leave purposes when their sick leave bank has been exhausted.
- D. Employees shall return to work from maternity leave upon release by their personal physician, and in accordance with the sick leave provisions of this Agreement and City Policy.

ARTICLE VIII - LEAVES OF ABSENCE

- E. Employees shall return to work from maternity leave upon release by their personal physician and may be required by the City to submit to a return-to-work physical examination by the City's designated physician.
- F. Employees returning from maternity leave will be reinstated to the same classification, with the same grade and pay currently held in effect at the time of commencement of the leave.

Section 6. Educational Leave of Absence

Employees with seniority who desire to further their education may make application for a leave of absence for that purpose. One continuous leave of absence for reason for educational leave may be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves may be granted in the sole discretion of the City.

Section 7. Payment of Insurance Premiums While on Leave

An employee on leave without pay for non-service connected illness or disability shall have their health insurance benefits paid in full by the City for the first six (6) months of such leaves. Any employee returning from an unpaid leave of absence exceeding eight months in duration shall have their health insurance restored after sixty-days from return to duty. The City will also pay its portion of an employee's life insurance premium for six (6) months. If an employee is laid off, the City will continue to pay health insurance premiums and its portion of life insurance premiums for a period not to exceed sixty (60) days from the cessation of active employment. The employee may thereafter remain in the insurance plans by paying his/her premiums to the City.

An employee on leave for reasons other than mentioned in this Section, may remain a member of the City's insurance group by paying full insurance premiums to the City when due.

Section 8. Family & Medical Leave Act

The City of Pontiac will abide by the guidelines of the Family and Medical Leave Act of 1993. Leaves under the contract may be counted towards the employee's entitlement under the Family and Medical Leave Act.

ARTICLE IX - FRINGE BENEFITS

Section 1. Vacation Leave, subsections A through B shall be replaced with the following language:

A. Earning Vacation Leave

All regular employees covered by this Agreement shall earn Vacation Leave in the following manner.

Vacation shall be accrued to the employee's leave bank at each regular pay period based on the individual employee's years of service according to the following chart:

ARTICLE IX - FRINGE BENEFITS

<u>Min Years</u>	<u>Max Years</u>	<u>Hours Earned per Year</u>	<u>Accrued per Pay*</u>
0	0.49	0	0.00
0.5	0.5	80	40.00
0.5	4	80	3.08
4.01	6	120	4.62
6.01	7	136	5.23
7.01	10	160	6.15
10.01	12	168	6.46
12.01	14	176	6.77
14.01	16	184	7.08
16.01	18	192	7.38
18.01	100	200	7.69

*The actual hours accrued per pay period are automatically calculated by the payroll program based on the years of service, hours earned per year, and the number of pay period per year which is normally 26. There are some years where 27 pay checks are issued. The system smoothes the hours over time so that the maximum limit is not exceeded or missed. Therefore, the hours listed in Accrued per Pay should be considered approximates (for 26 pay checks) and may differ as the system calculates hours based on various conditions.

B. Service credit for vacation leave for regular employees will not accrue during any leave of absence without pay longer than two (2) weeks, including suspension and layoff.

C. Banking Vacation Leave

1. Employees may bank one year's vacation leave. No employee may have more than one year's vacation leave credited to his/her account as of each anniversary of his/her employment date. In case of unusual circumstances, this paragraph may be waived only by written authorization from the Finance Director or his designee.
2. In the event an employee does not comply with paragraph C, the employee's supervisor will schedule vacation leave for the employee.

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.

ARTICLE IX - FRINGE BENEFITS

E. Vacation Leave as Terminal Pay

Upon leaving the service, an employee will receive pay for all unused vacation leave.

Section 2. Sick Leave

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

- A. Regular employees shall earn sick leave at the rate of 8 (eight) hours per month or twelve (12) days per each twelve (12) month period. Regular employees hired on or after January 1, 2012 shall earn sick leave at the rate of four (4) hours per month or six (6) days per each twelve (12) month period.
- B. Employees may accumulate no more than One Hundred and Fifty (150) days sick leave. Employees hired on or after January 1, 2012 may accumulate no more than thirty (30) days sick leave.
- C. Sick leave shall not be granted during the probationary period but that number accrued shall be posted to the employee's credit when the probationary period has been completed.
- D. Sick leave shall be charged in amounts of one-half (1/2) day for absences on a duty day of two to five hours and a full day for absences of over five (5) hours. An employee who has reported for duty at the beginning of the shift will be allowed to use sick leave in units of one (1) hour or more.
- E. Sick leave may be used in case of personal illness of an employee or when required to attend a member of the immediate family who is ill or incapacitated.
- F. The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother or sister. This will also include any other relative permanently living in the same household.
- G. To be paid for sick leave, an employee or member of his/her immediate family must call into the department or division where employed reporting the absence not later than one-half (1/2) hour after the beginning of the shift.
 - 1. Employees working in departments or divisions having seven (7) day, twenty-four (24) hour operations are required to report their absences not later than one-half (1/2) hour before the beginning of their shifts.
 - 2. To be paid for sick leave, an employee must report in on each day of his/her absence in the manner prescribed above or clearly establish what the duration of his/her absence will be.

ARTICLE IX - FRINGE BENEFITS

- H. Vacation time may be used as sick leave when requested whenever absence due to illness exceeds the amount of paid sick leave earned and authorized.
- I. All unused sick leave shall be credited to any employee recalled from layoff, transferred to another department, or returned from a leave of absence.
- J. Sick leave without pay may be authorized with the approval of the Finance Director or his designee 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 50% of their accumulated sick leave as shown on the records in the Human Resources Department. It is understood that no employee can accumulate more than one hundred fifty (150) days of sick leave.
- L. An employee absent for three (3) working days or more because of illness may be required to furnish a statement from the employee's physician indicating professional medical treatment for the illness. In addition, any employee who has been absent five (5) working days or longer because of illness, may be required by the City of Pontiac to submit to a return-to-work physical examination by a physician designated by the City. An employee who is required to submit to a return-to-work physical examination at a City of Pontiac designated facility shall be paid for lost work time during the period commencing with the time the employee reports to work and ending with the completion of the examination by the doctor, provided the employee is approved by the doctor for return to work.

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 the immediate family. A one (1) day leave with pay will be granted to an employee in the case of death of any other relative who was a permanent resident in the employee's household. Temporary employees shall be entitled to this benefit.
- B. The immediate family for the purpose shall be: husband, wife, son, daughter, mother, father, step-mother, step-father, step children, mother-in-law, father-in-law, brother, sister, grandfather, grandmother or grandchildren.

Section 4. Injury Compensation

- A. Effective July 1, 2000, all supplemental benefits provided in the July 1, 1991 through June 30, 2000 Collective Bargaining Agreement for employees who sustain a compensable injury shall cease except that an employee who sustains a compensable

ARTICLE IX - FRINGE BENEFITS

injury may use vacation and sick leave accumulated prior to the injury in proportion to the ratio of such leave to workers compensation payments which 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. An employee who is on 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.
- C. It is agreed to between the parties that the earning of service credit for retirement purposes, as provided for in the General Employees Retirement System ordinance, shall not be affected by Section 4-A and 4-B above except that any employee 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.

Section 5. Holidays

- A. 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 if the employee chooses to be paid for President's Day. Regular employees who are required to work on any of the paid holidays shall receive holiday pay plus time and one half for all time worked. If the holiday falls on their regular day off, they shall be paid for an additional day. In order to be eligible for holiday pay an employee must work their regularly scheduled work day prior to the holiday and their regularly scheduled work day 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. Employees working 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.
- B. 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.
- C. 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	Labor Day
Dr. Martin Luther King's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
Independence Day	Christmas Eve
	Christmas Day
	New Year's Eve

ARTICLE IX - FRINGE BENEFITS

Section 6. Health Insurance

The City shall provide all bargaining unit employees with Humana Health 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. No employee hired after June 1, 2010 shall be entitled to any health insurance upon retirement.
- D. In order for a person hired after implementation of the July 1, 2004 through June 30, 2009 Collective Bargaining Agreement 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 have obtained the age of fifty-five (55).
- 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 will provide all retiring bargaining unit employees their spouses and eligible Dependents the above described health coverage. No employee hired after June 1, 2010 shall be entitled to any health insurance upon retirement.
- G. 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.
- H. 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 7. Life Insurance

- A. The City shall provide all eligible bargaining unit employees hired prior to January 1, 2012 with full-paid double indemnity life insurance coverage in accordance with the following criteria:
 - 1. Two (2) times the annual salary until age sixty (60)
 - 2. 1.8 times the annual salary at age sixty one (61)
 - 3. 1.6 times the annual salary at age sixty two (62)
 - 4. 1.4 times the annual salary at age sixty three (63)
 - 5. 1.2 times the annual salary at age sixty four (64)
 - 6. 1.0 times the annual salary at age sixty five (65)
 - 7. All persons who retire under this contract shall have a life insurance policy of \$10,000.00 reduced to \$5,000.00 at age seventy five (75).
- B. Active and retired bargaining unit employees hired on or after January 1, 2012 shall not be provided life insurance coverage.

Section 8. Dental Care

- 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.
- C. No employee hired after June 1, 2010 shall be entitled to any dental insurance upon retirement.

Section 9. Retirement Benefit

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

- A. Effective July 1, 1986, the City agrees to supplement the annuity of each employee who retires under the pension system on or after July 1, 1986, by making an annual payment equal to two (2) percent of his/her base retirement annuity. This payment will be cumulative for fourteen (14) years so that the maximum cost-of-living total received after fourteen (14) years shall be twenty eight (28) percent of the retiree's original base retirement annuity.
- B. Effective July 1, 2000, the City agrees to supplement the annuity of each employee who retires under the pension system on or after July 1, 2000 by making an annual payment

ARTICLE IX - FRINGE BENEFITS

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 annuity.

- C. The City agrees to modify the method of determining the employee's retirement annuity by utilizing the highest consecutive three (3) years of the employees' last twelve (12) years to calculate final average compensation. The Human Resources Director subject to the grievance procedures of the Collective Bargaining agreement shall determine any disagreement between the employee and the retirement division as to benefit years eligible for use.
- D. Effective July 1, 2000, employees can retire with twenty-five (25) years of service at age fifty (50) through age fifty-four (54) with a one-half (1/2) percent penalty for each year under thirty (30).
- E. 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 if hired after January 1, 1997 or a minimum of 16 years if hired on or prior to January 1, 1997) 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. In cases where reorganization and/or reduction of the work force is necessary, an active employee as of June 1, 2013 and at the time of the reorganization whose age when combined with years of service credit in the General Employees Retirement System comprises a minimum total score of at least fifty eight (58) 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; specifically this sentence applies only to Rose Wilson, Janice Stewart and Taveo Whittaker.
- F. Retirement Annuity Factor
 - 1. Effective July 1, 1984, those employees who retire shall have their retirement annuity calculated at two (2) percent for each year of seniority or fraction thereof multiplied by Final Average Compensation (F.A.C.).
 - 2. Effective June 30, 2004, those employees who retire shall have their retirement calculated at two and one quarter (2.25%) percent for each year of seniority multiplied by Final Average Compensation (F.A.C.).
 - 3. Effective July 1, 2010, those employees who retire shall have their retirement calculated at two and one half (2.50%) for each year of seniority multiplied by final average compensation (FAC) and years of service.
 - 4. It is further agreed to between the parties that any member retiring between the period of July 1, 2000 and June 29, 2004 shall have their FAC.
- G. Any new employee hired after June 1, 2010 shall be placed 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 employee's base salary to the plan. The employee may

ARTICLE IX - FRINGE BENEFITS

contribute any amount to the plans as determined by the employee. Contributions to the defined contribution plan may be adjusted if necessary to comply with EVIP requirements. Teamsters – Article IX, Section 9G of the Collective Bargaining Agreement shall be amended to read as follows:

Any new employee hired after June 1, 2010 shall not be allowed to participate in the City GERS defined benefit plan. The GERS plan shall be closed. Employees hired after June 1, 2010 will be allowed, however, to participate in a 401(a) defined contribution retirement plan that will be managed and maintained by a plan administrator of the City's choice. At the time of this agreement, the City has selected the ICMA Retirement Corporation. The employee shall contribute at least one percent of the employee's base salary. The City will match the employee's contribution up to five percent of the employee's base salary on a tax-free basis. The City's contribution may be adjusted if necessary to comply with any state law that determines any revenue sharing formula, such as the EVIP and its successor. The employee shall be fully vested for all City contributions. The employee shall also be permitted to make additional voluntary contributions in excess of five percent of the employee's base salary on an after-tax basis to the maximum permitted by law. In addition, the City will permit all employees to participate in a 457(b) deferred compensation plan with a plan designated by the City. At this time of this agreement, the City has selected the ICMA Retirement Corporation. Participation in this plan is voluntary, and the City shall not make contributions to this plan. If it is determined that any of these provision are in violation of IRS tax codes or other relevant laws, rules or regulations, the parties shall meet and agree to alternative contract language to bring these provisions into full compliance. At no time shall the City permit the establishment of any defined contribution or deferred compensation plan that requires the City to actively manage the plan or file any reports with the IRS.

Section 10. Personal Leave Day

- A. Effective upon the date of full ratification, the City will provide each full time 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 this personal leave must be utilized within the contract year. Personal leave days must be taken in full working day increments. Permanent part time employees will receive one (1) personal leave day per year.
- B. Effective upon the signing of this Agreement, newly hired employees shall receive personal leave days after six (6) months, or the successful completion of their probationary period, whichever occurs first.
- C. Should a newly hired employee's probationary period begin in one fiscal year and end in another fiscal year, the employee will receive personal leave days only for the fiscal year the probationary period ended.

ARTICLE X - WAGES AND BENEFITS

Section 1. Wages

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

Section 2. Longevity

Effective January 1, 1969, the City agrees to initiate a longevity program which 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. Those employees who have completed ten (10) years service but less than fifteen (15) years service will receive a 4% payment.
- C. Those employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a 6% payment.
- D. Those employees who have completed twenty (20) years service but less than twenty-five (25) years service will receive an 8% payment.
- E. Those employees who have completed twenty-five (25) years service will receive a 10% payment.
- 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. Each eligible employee shall receive longevity payments computed on a straight time earnings up to the 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. This provision is effective January 4, 1970.
- I. Effective January 1, 1969, employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement, and 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.
- J. 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 full ratification (9-5-96) and who subsequently enter into the bargaining unit shall not be eligible for longevity pay. Employees hired by the City prior

ARTICLE X - WAGES AND BENEFITS

to full ratification (9-5-96) and subsequently enter into the bargaining unit shall be eligible for longevity pay.

ARTICLE XI - GENERAL PROVISIONS

Section 1. Tuition Reimbursement

A program of tuition reimbursement is hereby initiated under the following conditions:

- A. Requests for tuition reimbursement must be approved by the City prior to employees taking the training for which tuition reimbursement is requested.
- B. The training for which reimbursement is requested must meet one of the following criteria:
 - 1. Training that relates directly to the position presently held by the employee.
 - 2. Training that provides skills or educational requirements for upgrading in an employee's present career ladder.
 - 3. Training, if for a position in a career ladder not related to an employee's present job, that prepares an employee for a position which exists within the City and for which there is a need.
- C. 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 2. Safety Equipment

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

Section 3. Union Notices on Bulletin Board

The City will furnish in each unit a bulletin board for Union notices and information. These bulletin boards, or anything posted thereon, will not be disturbed by any official of the City, provided that the conditions set forth herein are complied with. Notices shall be dated for removal by a responsible City official in each building. The bulletin boards shall be used by the Union for posting notices bearing the written approval of the Chief Steward of the Union, but only for the following notices:

- A. Recreational and social affairs of the Union
- B. Union meetings
- C. Union elections
- D. Union appointments and results of Union elections

ARTICLE XI - GENERAL PROVISIONS

E. Bona fide Union activities such as: cooperatives, credit unions and unemployment compensation information.

Section 4. Pay Plan and Job Description Distribution

Copies of pay plans and job descriptions, when formulated, shall be given to the Union Chief Steward and all Unit Stewards as soon as possible.

Section 5. Working Agreement Distribution

Copies of this Agreement shall be distributed by the City to employees.

Section 6. 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 7. Situations Not Covered by Agreement

It shall be the intent of the Union and the City to keep this Working Agreement in accord with the best interests of the employee and the City. Should this Agreement not be sufficient to cover a situation, negotiations may occur according to the provisions 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 abridged by the provisions of this Agreement, including by way of illustrations but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc. for the orderly and efficient operation of the City.

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 provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided 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. Relations 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.

ARTICLE XI - GENERAL PROVISIONS

Section 11. Inclusions

Adoption by reference or relevant Charter provisions, ordinances, and resolutions, all provisions of the City Charter in effect at the signing of this Agreement, ordinances 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 a part hereof to the same extent as if they were specifically set forth, except as such provisions are improved herein.

Section 12. Residency

Effective with ratification, the 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 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.

Failure to abide by this policy shall be grounds for dismissal.

Section 13. 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 XI - GENERAL PROVISIONS

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 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 of Pontiac or where business is conducted by the City of Pontiac;
- f) On duty--is defined as all time for which an employee of the City of Pontiac 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 .07% 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.

ARTICLE XI - GENERAL PROVISIONS

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 connection between such use, possession, or sale and the purposes stated above.

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 purposes 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;

ARTICLE XI - GENERAL PROVISIONS

- (c) conviction for a drug-related on duty offense or alcohol related offense while an employee of the City of Pontiac;
- (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 Department of Personnel. 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 Department of Personnel in a locked, confidential file.

Management Referrals

The Human Relations Coordinator will work in close cooperation with department heads, division heads, managers, and supervisors and provide guidance on the mechanics of voluntary and mandatory management referrals. Management should encourage employees who appear to have work performance or personal problems to seek assistance through the EAP. In the event a department head, division head, or supervisor imposes a thirty (30) day disciplinary suspension on an employee or contemplates the discharge of an employee, the supervisor must refer the employee to the EAP Coordinator. The attached EAP referral form (EAP Form 1) must be filled out by the supervisor. A copy will be given to the employee and his/her respective union and the original will be sent to the EAP Coordinator with the record of discipline attached, who will schedule an appointment with the employee and notify the supervisor and union in writing of the employee's attendance or failure to attend the appointment.

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 Department of Personnel, 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 Department of Personnel 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.

ARTICLE XI - GENERAL PROVISIONS

Violations of Policy

1. **Employees Testing Positive** - The Employer on a one time only basis shall permit an employee who has received a confirmed positive test result up to six (6) months in a rehabilitation program designed to enable the employee to recover from and avoid future substance abuse. The employee shall participate in the most appropriate program for his/her recovery based upon the recommendation of the counselor provided through the Employee Assistance Program of the Employer. An employee participating in the recovery/rehabilitation process will be allowed to use accumulated sick, vacation, and compensatory leave time. All health insurance benefits will be continued by the Employer for up to six (6) months. An employee who tests a confirmed positive and refuses to accept rehabilitation or participate in the program may be disciplined.
2. **Employees Returning to Work** - At such time as an employee who has received a positive test result returns to work, that employee may, in addition to probable cause, be further tested on a random basis between ninety (90) days and one (1) year from the date of the first positive test.
3. **Voluntary Rehabilitation** - An employee may request assistance from the Employer and may enter the Employer's Employee Assistance Program at any time on a voluntary basis without fear of reprisal or loss of pay and benefits. Voluntary participation shall be strictly confidential and not a part of a personnel file.

Employees found to be in violation of this policy for a second time will be subject to discipline up to and including discharge.

Disciplinary Review

The Finance Director or his designee, and the affected Department Head, working in close cooperation with the Department of Law, will deliberate appropriate discipline for violation of this policy. If discharge is considered, the matter will be referred to the Discharge Review Committee.

Section 14. Commercial Drivers License

TEAMSTERS, Local 214 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 Teamsters, Local 214 employees whose employment duties require possession of a Commercial Drivers License (CDL) or who perform mechanical work on commercial motor vehicles.

ARTICLE XI - GENERAL PROVISIONS

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 below, 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.

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.

ARTICLE XI - GENERAL PROVISIONS

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.
 - 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.

ARTICLE XI - GENERAL PROVISIONS

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 sensitive position, if available, If no non-safety sensitive position is available, the employee may be placed on an unpaid leave of absence. If in-patient treatment is required, refer to paragraph A-3 above.

C. Third Offense:

1. 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.

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 or waived by the employer for good cause, if same is supported by sufficient evidence submitted by the employee.

ARTICLE XI - GENERAL PROVISIONS

SECTION 4. RIGHTS OF TEAMSTERS, LOCAL 214:

- A. It is understood that the Union (Teamsters, Local 214), 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 Teamsters, Local 214 agrees is final and binding and not subject to the grievance or arbitration procedure.

Section 15. Duration and Automatic Renewal

This Agreement shall become effective upon implementation and shall represent the time period of November 1, 2012 through June 30, 2016 and it's terms and conditions shall remain in full force and effect until June 30, 2016 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify, or terminate this Agreement. In the event that negotiations extend beyond this sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain in full force and effect pending completion of negotiations on this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 25 day of April, 2013.

**CITY OF PONTIAC,
a Michigan Municipal Corporation**

By Louis H. Schimmel
Louis H. Schimmel
Emergency Manager

TEAMSTERS, LOCAL 214

By Allen Lewis
Allen Lewis, Business Agent
Teamsters, Local 214

Rose Wilson
Rose Wilson
Teamsters, Local 214

Janice Stewart
Janice Stewart
Teamsters, Local 214

APPENDIX A
TEAMSTERS LOCAL 214 PAY PLAN
STEP INCREASES
EFFECTIVE NOVEMBER 1, 2012

<u>CLASS</u>	<u>START</u>	<u>6 MONTH</u>	<u>2 YEAR</u>
Municipal Clerk I	17.00	18.00	20.00
Janice Stewart Rose Wilson			
Municipal Clerk II	13.00	14.00	15.50
Taveo Whittaker			