

# **AGREEMENT**

**BETWEEN**

**CITY OF  
MASON**

**-&-**

**MASON CITY  
EMPLOYEES  
ASSOCIATION  
and the  
TECHNICAL,  
PROFESSIONAL  
OFFICEWORKERS  
ASSOCIATION OF  
MICHIGAN  
(MCEA-TPOAM)**

**Terminates: June 30, 2025**

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## **AGREEMENT**

This Agreement entered into on this 17th day of October 2022, between the CITY OF MASON, hereinafter referred to as the "Employer", and MASON CITY EMPLOYEES' ASSOCIATION and the TECHNICAL, PROFESSIONAL, OFFICEWORKERS ASSOCIATION OF MICHIGAN (MCEA-TPOAM), hereinafter referred to as the "Union".

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the Community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE 1. RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative of all regular full-time employees: in the Department of Public Works and Clerical Employees, excluding supervisors, and all other City employees, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Employer as certified by the Employment Relations Commission of the Michigan Department of Labor in its Certification of Representative dated July 18, 1972 and January 26, 1983.

## **ARTICLE 2. AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **ARTICLE 3. DUES, SERVICE FEES, AND VOLUNTARY ASSOCIATION**

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for the deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with a copy to the Union.

Section 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the Employee or Union.

Section 5. The Union will protect, save harmless and indemnify 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 this article of the agreement.

Section 6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

- (a) The written authorization from employees will be on the Authorization for Payroll deduction as shown below:

### Payroll Deduction Authorization

For the: \_\_\_\_\_ (Print name of Employer)

By: \_\_\_\_\_ (Last Name) (First Name) (Middle Initial)

Effective: \_\_\_\_\_, 20\_\_

(Next Payroll)

I hereby request and authorize you to deduct from my earnings at least once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to:

Technical, Professional and Office Workers Association of Michigan (TPOAM) 27056 Joy  
Road, Redford, MI 48239-1949

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Number Street, City Zip)

#### **ARTICLE 4. UNION REPRESENTATION AND STEWARDS**

Section 4.1. Representation: It is mutually recognized that the representation which reflects the increase and decrease in the work force is a sound sensible basis for determining proper representation. Section

Stewards: There shall be one steward for the Chapter. Either the steward or Chapter Chairperson, not both, may during working hours, without loss of time or pay, investigate and present grievances to the Employer.

#### **ARTICLE 5. MANAGEMENT RIGHTS**

Except as abridged by the terms of this Agreement, the City, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself all powers, rights and authority vested in it by the United States Constitution and the Constitution of the State of Michigan, the Mason City Charter and the Mason Code and any modifications made thereto and any resolutions passed by the City's elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved and remain vested in the City, including, but without limiting the generality of the foregoing the right to manage its affairs

efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials or methods of operation; introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and the tools to be purchased; sub-contract or purchase any work, processes or services normally performed by bargaining unit employees unless it would reduce the size of the bargaining unit, or the construction of new facilities or the improvement of existing facilities; determine the number, location and types of facilities and installations; determine the size of the work force and increase or decrease its size; hire, assign and layoff employees; permit municipal employees not included in the bargaining unit to temporarily perform bargaining unit work when no qualified bargaining unit employee is available and, in the opinion of management, this is necessary for the conduct of municipal services; to direct the work force and assign work; establish work schedules; discipline and discharge employees with seniority for cause; transfer and promote employees from one classification, department or shift to another; select employees for the positions and to determine the qualifications and competency of employees to perform available work.

The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

#### **ARTICLE 6. PROBATIONARY EMPLOYEES**

Section 6.1: New employees hired shall be considered as probationary employees the first six (6) months of continuous service. When an employee finishes the probationary period by accumulating six (6) months of continuous service, he/she shall be entered on the seniority list of the unit and shall rank for seniority from six (6) months prior to the day he/she completes his/her probationary period. There shall be no seniority among probationary employees. The Department Head, immediate supervisor, Union representative and the probationary employee shall review the probationary employee's progress every thirty (30) days and the probationary employee shall be informed of his/her status.

Section 6.2: A probationary employee may be disciplined, laid off or terminated at any time

by the Employer in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure over such action. Probationary employees are "at-will" and act at the pleasure of the City.

Section 6.3: During the first ninety (90) calendar days of the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

Section 7.1: The most effective accomplishment of the work of a City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City and the Union to adjust grievances informally and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after formal appeal and review.

Section 7.2: The term "days" as used herein shall mean workdays unless otherwise specified.

Section 7.3: Written grievances as required herein shall be on a form provided by the Union and shall contain the following:

- (a) It shall be signed by the grievant or grievants.
- (b) It shall be specific.
- (c) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (d) It shall cite the section or subsections of this contract alleged to have been violated.
- (e) It shall contain the date of the alleged violation.
- (f) It shall specify the relief requested.

### Section 7.4 Steps in Procedure:

STEP ONE: An employee believing himself wronged by an alleged violation of the provisions of this contract shall, within five (5) days of the employee's knowledge of its occurrence, orally discuss the grievance with his supervisor in an attempt to resolve the same.



If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within six (6) days of said discussion to Step Two.

Grievances concerning an employee's discharge or suspension shall be reduced to writing, endorsed by the Union and filed with the City Manager within six (6) days of the employee's knowledge of its occurrence. The grievance shall then proceed in accordance with Step Two (2).

STEP TWO: A copy of the written grievance shall be filed with the City Manager or his designated agent as specified in Step One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the City Manager or his/her designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the City Manager or his designated agent shall render his/her decision in writing, transmitting a copy of the same to the Grievant, the MCEA-TPOAM President, the supervisor of the department in which the grievance arose and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the meeting or if the decision is not satisfactory to the grievant and the Union wishes to carry it further, the President of the MCEA-TPOAM shall refer the matter to the TPOAM.

STEP THREE: In the event MCEA-TPOAM wishes to carry the matter further, it shall, within ten (10) days from the date of the Employer's answer at Step Two, meet with the Employer for the purpose of attempting to resolve the dispute. If the dispute remains unsettled and the Union wishes to carry the matter further, MCEA-TPOAM shall, within ten (10) days of the meeting, file a demand for arbitration in accordance with the Michigan Employment Relations Commission rules and

procedures. A copy of the written demand shall be sent to the City Manager at the same time it is filed with the Michigan Employment Relations Commission (MERC). MERC will provide a list of seven (7) Michigan Arbitrators. The parties will use a striking method to select the Arbitrator. The Union will exercise the first strike.

STEP FOUR: The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relations Commission (MERC) rules and regulations. Subject to the right of the City or Union to judicial review an arbitrator's decision shall be final and binding on the Employer. The arbitrator shall base his/her judgment upon the expressed terms of this agreement, and shall have no authority to add to, subtract from or disregard any of the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally between the Employer and the Union, but each party shall bear its own costs for witnesses and other expenses. The Union President and any other employee who is a member of the bargaining unit and whose presence is determined to be necessary by the arbitrator shall suffer no loss of pay.

The arbitrator shall have no power to change any practice, policy or rule of the City nor substitute his/her judgment for that of the City as to the reasonableness of any such practice, policy, rule or any action taken by the City unless inconsistent with the express terms of this Agreement. The arbitrator shall have no power to interpret state or federal law. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no authority to rule until he/she or a court has determined the matter is arbitrable. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.

In the event an arbitrator awards back pay to any previously suspended or discharged employee, said award shall be reduced by any unemployment compensation benefits received and/or compensation earned by the employee during the period of his/her absence from work.

Section 7.5: Any grievance not filed or appealed by the employee and/or the Union within the time limits set forth herein shall be deemed settled on the basis of management's last answer.

Section 7.6: Where no wage loss has been caused by the action of the City complained of, the City shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-compliance of the event upon which the grievance is filed except for wage adjustments.

## **ARTICLE 8. SPECIAL CONFERENCES**

Special conferences for the discussion of contract problems and working conditions will be arranged between the Union President and the Employer or its designated representative upon the request of either party. The number of such meetings shall be limited to two (2) per month. The parties are not required to make any concessions or agreements. Such meeting shall be between at least two (2) representatives of the Union and two (2) representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. If conferences are held between the hours of 8:00 a.m. and 4:00 p.m., the members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Mason City Council, the Union and/or a representative of the TPOAM.

The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (½) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

## **ARTICLE 9. PROMOTIONS**

Section 9.1: If a new job or permanent vacancy which the Employer is going to fill occurs in a classification covered by this Agreement, the open job will be posted for a period of seven (7) calendar days. Employees who desire such open job(s) may submit their applications for such job to the personnel office in writing within the posting period. Any such job opening may be filled temporarily by the Employer until there has been a permanent award of the job to an employee. The Employer will announce the successful job bidder within seven (7) calendar days after the close of the application period. Qualifications, seniority and work record shall have equal bearing and shall be the basis for filling vacancies.

Section 9.2: When an employee's job application is accepted, he/she will be given a period of not to exceed thirty (30) working days within which to qualify for the job. During the qualifying period, he/she will receive the rate of pay for the job he/she is performing. If at any time within the thirty (30) working day qualifying period, the employee does not qualify for the job, he/she shall be returned to the job he/she held prior to his/her accepted application.

Section 9.3: In the event there are no qualified employees for any open and posted job, the Employer may fill the job from outside.

#### **ARTICLE 10. TRANSFERS**

Section 10.1: If any employee is transferred to a position, under the Employer, not included in the unit and is thereafter transferred again to a position within the Union, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 10.2: The Employer agrees that in any movement of work not covered in Section 1 above, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section 10.3: In the event of a vacancy or a newly created position that the Employer is going to fill, employees shall be given the opportunity to transfer on the basis of qualifications and seniority and work history. In such cases all vacancies and newly created positions, that are going to be filled, shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

#### **ARTICLE 11. TEMPORARY ASSIGNMENTS**

On each particular occasion where an employee works two (2) hours or more in a higher classification, said employee will receive the wage of that position.

#### **ARTICLE 12. LAYOFF AND RECALL**

Section 12.1: When it becomes necessary to reduce the size of the work force in a department due to a decrease of work or funds or to eliminate a job classification, temporary, probationary and part-time employees shall be laid off first; provided there are employees with

seniority who are available and have the then present ability to satisfactorily perform the work of the temporary, probationary or part-time employee with only simple instructions. Thereafter, the employees in the affected department with the least seniority shall be the ones removed therefrom; provided senior employees in the department are available and have the then present ability to satisfactorily perform the work of the laid-off employees with simple instructions. In the event there are no senior employees in the department who are available and who have the then present ability to satisfactorily perform the work of those scheduled for layoff with simple instructions, then the junior employee shall be laid off.

Section 12.2: Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local Union President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 12.3: When recalling employees to work following a layoff, the senior employee on layoff status in his department who has the then present ability to satisfactorily perform the available work with simple instructions shall be the first recalled. If there are no employees on layoff status who have the then present ability to satisfactorily perform the available work and the available work is of such a nature that a normal employee shall be able to learn to perform such work with a break-in training period, not to exceed ten (10) regularly scheduled working days, the senior employee in the department who has the capability and the special qualifications, if such are required, to satisfactorily perform the work and meets the requirements for the job, shall be the one recalled and given such break-in or training period. If under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

If an employee is given a minimum break-in or training period as provided above, and demonstrates during such break-in or training period that he/she is unable to satisfactorily perform such work, he/she shall then be returned to layoff status. He/she will not be eligible for recall again until work is again available in a job for which he/she has the then present ability to perform, without break-in or training, and to which his/her seniority entitles him/her.

Section 12.4: Notices of recall shall be sent by certified mail to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall

give notice of his/her intent to return to work within three (3) consecutive calendar days and shall return within seven (7) calendar days or his/her employment shall be terminated without recourse to this Agreement.

### **ARTICLE 13. DISCHARGE AND DISCIPLINE**

Section 13.1: Notice of Discharge or Discipline: The Employer agrees promptly upon the discharge or discipline of an employee to notify his/her steward in writing of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the Union and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and his/her steward.

Section 13.2: Appeal of Discharge or Discipline: Should an employee with seniority who is discharged or disciplined consider the discharge or discipline to be improper, the employee or his/her steward shall enter into the grievance procedure as provided in Article 8 of this Agreement.

Section 13.3. Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

### **ARTICLE 14. SENIORITY**

Section 14.1: Seniority, shall be on an Employer-wide basis in accordance with his last date of hire.

Section 14.2: Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 14.3: The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

Section 14.4: Notwithstanding his/her position on the seniority list, the President of the Union, shall, in the event of layoff only, be continued at work at all times; provided he/she can perform the work available.

#### **ARTICLE 15. LOSS OF SENIORITY**

An employee's seniority and employment shall terminate if:

- (a) the employee quits;
- (b) the employee is discharged;
- (c) the employee fails to give notice of his/her intent to return to work within three (3) consecutive calendar days and shall return within seven (7) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown on the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;
- (d) the employee is absent from work for three (3) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence;
- (e) the employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence;
- (f) the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
- (g) a settlement with the employee has been made for total disability;
- (h) the employee is retired;
- (i) the employee is laid off or has not, for any reason except for leave of absence, worked for the Employer for a continuous period exceeding the length of his/her employment or twelve (12) calendar months, whichever occurs first;
- (j) reporting for work while under the influence of or impaired by the consumption of alcohol or non-prescribed controlled substances and/or drinking or consuming such while on duty or while on the Employer's property;
- (k) the employee is involved in the sale or consumption of illicit illegal substances such as drugs while on the Employer's property.

## **ARTICLE 16. SHIFT PREFERENCE**

Shift preference will be granted on the basis of seniority within the department. This Article shall not apply to the clerical employees.

## **ARTICLE 17. WORKWEEK AND HOURS OF WORK**

Section 17.1: The regular full working day shall consist of eight (8) hours per day, and the normal workweek shall consist of forty (40) hours, Monday through Friday, both inclusive, except those operations the City schedules for seven (7) continuous days of coverage per week.

Notwithstanding the recognition of regular shift hours the City and Union mutually agree to consider alternative work schedules for an individual or team.

The normal workweek for a seven (7) day operation shall not consist of more than eight (8) hours per day, forty (40) hours per week, Sunday through Saturday, both inclusive.

Section 17.2: The first shift is any shift that regularly starts on or after 6:00 a.m. but before 10:01 a.m. The second shift is any shift that regularly starts on or after 2:00 p.m. but before 4:00 p.m. The third shift is any shift that regularly starts on or after 10:00 p.m. but before 12:00 midnight. In addition, a regular winter shift starts on or after 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

Regular shifts will not be changed for the purpose of avoiding overtime payments.

Section 17.3: At such time as the immediate Supervisor indicates employees may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first and second half of their regular shift, whichever may apply.

## **ARTICLE 18. SHIFT PREMIUM**

Employees who are regularly assigned on the hydrant flushing and winter shifts shall receive, in addition to their regular pay for the pay period, seventy-five cents (75¢) per hour as a shift premium. Employees will receive at least sixteen (16) hours advance notification of all intended shift changes.

Operators working weekends as part of their normal schedule shall receive, in addition to their regular pay for the pay period, twenty-five cents (25¢) per hour as a shift premium for hours actually worked on the weekend.



## **ARTICLE 19. COMPENSATORY TIME**

Employees have the option to exchange any overtime hours worked for compensatory time off at the rate of time and one half (1½) under the following conditions

- (a) A twenty-four (24) hour maximum accumulation on the record books at any one time.
- (b) Any usage of compensatory time will be charged against the maximum accrual.
- (c) The option to place overtime in the compensatory time bank must be made by the employee within the pay period that it is earned. This election will be made by the employee submitting the request in writing with his/her time report.
- (d) An employee may utilize compensatory time off only with the prior approval of his/her supervisor.
- (e) If employees can be excused to utilize earned compensatory time off, the grant or denial of the request will be on a first-come first-serve basis. If determination cannot be made which request was made first, compensatory time off will be granted on a seniority basis. Such requests for this purpose are not effective more than thirty (30) days in advance
- (f) Any employee with accumulated compensatory time who desires payment for any part of said accumulated time shall, in writing, make a request therefor to the Superintendent. Said request must be submitted and approved within the regular pay period of the Department. Payment will be made the next regular pay day following the pay period for which approval is given.

## **ARTICLE 20. OVERTIME**

Section 20.1: An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1½). This guaranteed minimum will not apply to any call-in contiguous to the beginning of an employee's regular shift or to any hold over for work at the end of the regular shift.

Section 20.2: Employees will work overtime only when requested by the Employer, who shall endeavor to give such employees two (2) hours advance notice of such need to work overtime. This is not to preclude the Employer from ordering daily overtime as required in emergency situations, personnel shortages or production or service requirements, including but not limited to machinery breakdown and weather.

Section 20.3: If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause. The rate of overtime pay shall be one and one-half (1½) times the employee's regular hourly rate including all forms of premium pay.

Section 20.4: Overtime shall be paid for all hours worked over eight (8) in one day or forty (40) hours in one week.

Section 20.5: Any employee who begins a shift on one calendar day and finishes the shift on the following calendar day shall be paid for the entire shift at the rate applicable for the first hour of the shift.

Section 20.6: Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 20.7: An employee required to work on a holiday recognized by this Agreement shall receive double time pay in addition to holiday pay.

Section 20.8: An employee reporting for overtime duty on any Sunday shall be paid at the rate of double time for all hours worked, excluding those employees scheduled to work on Sunday as part of their regular workweek.

Section 20.9 Equalization of Overtime Hours: Overtime hours shall be divided as equally as possible among employees in the same classification. An up to date list showing overtime hours will be posted five (5) work days after the first day of the month in a prominent place in each building. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period (two hours minimum). Each employee is expected to accept no less than fifty percent (50%) of the overtime opportunities offered to him/her. Overtime hours will be

computed from July 1 through June 30 each year. The Employer is under no obligation to call an employee on sick leave, vacation leave or any unpaid leave of absence. An employee, who requests in writing in advance of his scheduled vacation, will remain on the overtime equalization call in list.

Section 20.10 Working Hour Limitations. In the interest of employee and public safety, no employee shall work more than sixteen (16) hours consecutively. Any employee who has worked sixteen (16) hours consecutively shall be ineligible to be called for further work for six (6) hours following the end of the sixteen (16) hour period. An employee who had the opportunity to work sixteen (16) continuous hours and chose to go home prior to his/her sixteen (16) hours shall be ineligible for further work for six (6) hours from his/her punch-out time. An employee working sixteen (16) hours continuously who is sent home and whose absence for the six (6) hours prescribed by this Section results in an absence during the employee's regular work shift will suffer no loss of pay for that portion of the six (6) hours that fall within the employee's regular shift. If after six (6) hours of absence the employee does not report for work because of fatigue, the employee will have the option of using regular sick leave accumulation for the remaining hours of absence. Supervisory personnel shall be permitted to perform bargaining unit work when there is a shortage of personnel to cover the services needed.

## **ARTICLE 21. VACATION**

Section 21.1: An employee will earn credits toward vacation with pay in accordance with the following schedule:

<b>YEARS OF EMPLOYMENT</b>	<b>VACATION HOURS</b>
After 1 year	80 hours
After 5 years	120 hours
After 10 years	140 hours
After 15 years	160 hours

After completion of probation, an employee shall be eligible for forth (40) hours of vacation with an additional forty (40) hours after completing one year of service.

Section 21.2: All vacations must be earned in advance and must be taken during the following year.

Section 21.3: To the extent possible, individual preferences for vacation leave will be honored. All other factors being equal, seniority shall be the determining factor for vacation leave preference. Employees may request vacation dates between January 1 and January 31, each year. These requests shall be honored on a seniority basis. Vacation dates requested beginning February 1 shall be considered on a first come, first served basis without regard to seniority. Vacation leave shall be subject to the approval of the department head and will, insofar as possible, be requested at least two weeks in advance of the requested date. The department head has the right, but not the obligation, to give employees time with less than two (2) weeks' notice. Other vacation requests are first come, first serve and can be utilized in 1/10<sup>th</sup> of an hour increment.

Section 21.4. Employees can take their vacation with the written approval of their supervisor.

Section 21.5: When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 21.6: A vacation may not be waived by an employee and extra pay received for work during that period.

Section 21.7: Annual leave, not to exceed a maximum of forty (40) hours, will be carried over from one calendar year to the next calendar year. No accumulation of vacation credits that are carried over will be permitted.

Section 21.8: When an employee is laid off, or is discharged or quits with five (5) working days' notice, he/she will be paid for vacation due. Vacation days will become due under this section only on a pro rata basis for the portion of the year worked. Employees who have quit without notice shall forfeit previously earned vacation credits, and on re-employment shall be considered as newemployees.

An employee will not be paid for accrued unused vacation if they are discharged or quit prior to completion of one year of service.

Section 21.9: If a regular payday falls during an employee's vacation, he/she may receive that check in advance provided he/she makes a request for his/her check the day

before the payday preceding his/her vacation. He/she shall receive the check on the last business day preceding the beginning of his/her vacation.

Section 21.10: If an employee is laid off or retired or severs his/her employment, with notice, he/she will receive any unused vacation credits including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for a current calendar year will have such credit deducted from his/her vacation the following year.

Section 21.11: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

## **ARTICLE 22. SICK LEAVE**

Section 22.1: All employees covered by this Agreement shall accumulate eight (8) hours of sick leave credit per month, not to exceed ninety-six (96) hours per year, fourteen hundred (1,400) hours maximum accumulation. Employees will be eligible to use accumulated sick leave credit after 90 days from their date of hire. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 22.2: Any employee asking to utilize earned sick leave must notify the Supervisor by phone before the start of the day for which sick leave benefits are desired to be used. Failure to notify the Supervisor will result in lost time.

Section 22.3: Upon death or retirement, an employee or his/her named beneficiary will receive fifty percent (50%) of his/her accumulated sick leave to be paid at his/her prevailing rate at the time of death or retirement.

Section 22.4: Payable on December 1<sup>st</sup> of each year, an employee may at his/her option, be paid twenty-five percent (25%) of his/her earned but unused sick leave for that year. If he/she converts this portion of his/her sick leave to cash, that portion shall be deducted from his/her accumulated sick leave.

## **ARTICLE 23. UNPAID LEAVE**

Section 23.1: An employee can request unpaid leave once they have exhausted all other paid leave. A leave of absence is a written authorized absence from work for not more than one (1) year at a time, and without pay. A leave shall be granted, denied or extended at the sole discretion of the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only employees with seniority who have worked continuously for one (1) year or more may be granted a leave of absence.

Section 23.2: Leaves required due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.

Section 23.3: Leaves may be extended up to an additional six (6) month period.

Section 23.4: All leave requests shall state the exact date on which the leave begins and the anticipated date on which the employee is expected to return to work.

Section 23.5: If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job without recourse.

Section 23.6: Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.

Section 23.7: Employees shall not accept any employment elsewhere while on a leave of absence unless agreed by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer without recourse.

Section 23.8: No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Section 23.9: Leaves of absence will be granted, in writing, without loss of seniority and without pay for:

- (a) Personal illness leave including physical and mental.
- (b) Prolonged illness in the immediate family. The definition of immediate family is found in Article 25, Bereavement Leave.

- (c) Educational leave.
- (d) Serving in an elected or appointed full-time position, public or Union. Such leave shall be for the term of office or length of appointment subject to the limitations stated previously in this Article.

Section 23.10: An employee shall maintain seniority while on any leave of absence granted by the provisions of the Agreement, and shall be returned to the position or equivalent position he/she held at the time the leave was granted or to a position to which his/her seniority entitles him/her.

Section 23.11: Members of the Union selected as an official delegate to a function of the TPOAM, such as conferences or conventions, shall be granted a leave of absence without pay to attend such conferences and/or conventions.

#### **ARTICLE 24. FAMILY AND MEDICAL LEAVE (FMLA)**

Eligibility for FMLA is outlined in the City of Mason Personnel Policy Manual.

#### **ARTICLE 25. BEREAVEMENT LEAVE**

An employee shall be allowed three (3) working days not to be deducted from sick leave for a death of extended family. Extended family is defined as aunts, uncles, first cousins, nieces, and nephews. An employee shall be allowed five (5) working days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandparents, grandchildren, or a member of the employee's household. An employee shall be allowed ten (10) working days not to be deducted from sick leave for the death of a spouse, child, or step-child. The Employer may grant additional time if requested based upon extenuating circumstances.

#### **ARTICLE 26. MILITARY LEAVE**

Section 26.1: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may, at the sole discretion of the City Council, be granted unpaid leaves of absences for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable

federal laws in effect on the date of this Agreement.

Section 26.2: Any employee with seniority who is inducted in the Armed Forces of the United States or joins the Armed Forces in lieu of being inducted under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his/her first tour of duty, such employee would be reinstated to his/her former position or one comparable to it as may be required by State or Federal law, provided:

- (a) He/she makes application for reinstatement within ninety (90) days after he/she is released from military duty or from hospitalization continuing after discharge for a period of not more than one year.
- (b) He/she is physically and mentally qualified to perform the duties of such position if it still exists.

Section 26.3: If an employee is not qualified to perform the duties of such position by reasons of disability sustained during such service, he shall be placed in such other position of which he/she is qualified to perform as will provide him/her with like status and pay, or the nearest approximation thereof consistent with the circumstances of his/her case. If the employee's position has been transferred to another agency of the City the employee shall be restored to the same position in the new department. Any employee with seniority who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his/her commanding officer. He/she shall be paid by the City the difference between the amount he/she received for such training and his/her full salary.

Section 26.4: Any employee with seniority who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid by the City the difference between the amount he/she receives for such duty and his/her salary for each day of duty not to exceed five (5) working days per incident. However, should at any time, the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.



Section 26.5 Reinstatement: The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations. In the event a probationary employee joins the military he/she shall, upon reinstatement, complete a new probationary period.

Section 26.6: An employee who is active in the National Guard or a branch of the Armed Forces reserves will be granted a leave of absence to fulfill his/her annual field training obligations provided such employee makes a written request for such leave of absence immediately upon receiving his/her orders to report for such duty.

#### **ARTICLE 27. JURY DUTY**

In the event an employee is summoned for jury duty, a special leave of absence with pay shall be granted for that purpose provided he/she shows to his/her supervisor the court order, subpoena or summons upon receipt thereof. He/she shall be expected to be at work during regular working hours when not required to be in Court. Any monies or fees received shall be given or assigned to the City, less fees for travel if using his/her own private vehicle.

#### **ARTICLE 28. PERSONAL LEAVE**

Seniority employees shall be entitled to twenty-four (24) hours of paid personal leave per year. When an employee ends his/her probationary period, he/she shall immediately be credited with twelve (12) hours of Personal Leave Time. He/she shall then be credited with two (2) hours per month until the following July 1, at which time he/she shall be credited with twenty-four (24) hours, the same as all other employees in the bargaining unit.

A request for a personal leave day must be made to the employee's immediate supervisor at least two (2) working days in advance of its intended use. If the circumstances warrant it, the employee's immediate supervisor can waive the two (2) day notice requirement. Requests for personal leave will be granted provided the Department Head or his designee does not believe the leave will interfere with the operation of the Department.

Personal leave may not be used immediately preceding or following a holiday or vacation day unless approved by the Department Head.

Personal leave is not cumulative from year to year.

## **ARTICLE 29. HOLIDAYS**

Section 29.1: The Employer shall observe the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	

Employees with seniority will be paid their current rate based on an eight (8) hour day for said holidays. Probationary employees are ineligible for holiday pay.

Section 29.2: Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Section 29.3: For all hours actually worked on holidays that are defined in this Agreement, the employee will receive double time in addition to holiday pay.

Section 29.4: Employees shall be eligible for holiday pay and they must have worked on their last regularly scheduled workday immediately preceding and first regularly scheduled workday immediately following the holiday unless excused by the Employer.

## **ARTICLE 30. INSURANCE**

Section 30.1 Hospitalization Coverage: The Employer agrees to make hospitalization medical and vision coverage available to all full-time employees of the Bargaining Unit. The hospitalization medical and vision coverage benefit levels and carrier utilized shall be mutually agreed upon between the Employer and the Union. As soon as possible after the signing of this Agreement, members of the bargaining unit represented by the Union shall have the same health care plan as non- represented employees. Probationary employees are eligible to receive medical coverage effective the first of the month following their most recent date of hire.

The Employer's contribution will be in compliance with Michigan Public Act 152, providing public employer contributions to employee health care costs to be no greater than

the pool of funds created by eighty percent (80%) of the premium or illustrated premium, or the hard cap limits, as prescribed by the statute and defined annually by the state.

The Employer will determine annually to adopt either the hard cap or 80/20 methodology to calculate the pooled funds.

The Employer will determine how the funds will be allocated to the health care premium or illustrated premiums.

The balance of the health care costs, after the pooled funds are applied, will be the employee contribution.

The parties further agree that the Employer will be in compliance with the Federal Patient Protection and Affordable Care Act (FPPACA) and all associated regulations, including the right to opt-out of providing employer provided health care coverage, and directing employees to the public health care exchanges.

The Employer reserves the right to discontinue, cancel or change vendors, networks, contributions or plans as necessary to demonstrate compliance with existing or future laws. The parties agree that the Employer may provide plan(s) that incorporate one or more of the following:

Health care coverage reflecting from 0% up to 9.5% of W-2 wages for employee only cost pursuant to FPPACA, while remaining compliant within the governing provision for Employer contribution as outlined above.

Wellness components including participation incentives;

A plan that qualifies and provides a health savings account (HSA).

The parties further agree that the employee's contribution shall be the difference between the Employer's contribution and the actual cost of the coverage selected by the employee. Employees eligible for and receiving health care will make bi-weekly payroll deductions toward the cost of such coverage in an amount sufficient to make up the difference between the Employer's contribution and the total cost of the coverage.

The City agrees to pay on behalf of any employee who retires prior to March 11, 1993, one-half (½) of the single subscriber rate for hospitalization coverage for the retiree and his/her family provided the retiree pays the additional cost. The Employer agrees to pay Two Hundred Dollars (\$200.00) per month towards the single subscriber rate for

hospitalization coverage for any employee who retires after March 11, 1993. Effective January 1, 2010, the monthly contribution will be Two Hundred Twenty-Five Dollars (\$225.00). Retirees will tender, on a monthly basis, all co-payments on or before the premium due date. Employees that retire after January 1, 2020 will not be eligible for any payment towards hospitalization coverage when they retire.

Any employee electing to transfer from one hospitalization insurance coverage to another must notify the Employer in writing of this intent at least two (2) weeks prior to the open enrollment period.

Section 30.2 Life Insurance: The Employer agrees to pay the full premium of a term life insurance plan for each employee at a face value of Forty Thousand Dollars (\$40,000.00) with a rider for double indemnity for accidental death or dismemberment.

Section 30.3 Dental Insurance: The City agrees to pay the full premium for a dental benefit plan to include all seniority employees covered by the Agreement and their dependents with no cost to the employee. The Plan will provide one hundred percent (100%) payment of preventative services, eighty five percent (85%) of general services and fifty percent (50%) of prosthetic services. Maximum benefits for each calendar year is One Thousand Dollars (\$1,000.00) with no deductible. Probationary employees are eligible for coverage after ninety (90) calendar days from their most recent date of hire.

The City may provide self-insured coverage provided the benefit coverage is equal to or better than the existing insurance coverage.

Section 30.4: It is the responsibility of each employee to apply for said insurance coverage at the City Manager's office. No employee will be eligible for insurance coverage until enrolled on the policy. No employee will actually be covered by said medical, dental, vision or life insurance until expiration of the waiting period, if any, and the effective date of the coverage which shall be determined by the carrier. The City is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

Section 30.5: The Employer agrees to allow employees covered by this Agreement to participate in the existing disability insurance plan provided the employee assumes the

responsibility for his/her premium payments.

Section 30.6: Eligible employees electing to waive health, vision and/or dental insurance will receive payments each bi-weekly period that result in a monthly amount equal to the following:

WAIVER OF HEALTH AND VISION INSURANCE <sup>+</sup>		WAIVER OF DENTAL INSURANCE	
Two Person	50% of Monthly Premium	Two Person	50% of Monthly Premium
Family	50% of Monthly Premium	Family	50% of Monthly Premium

<sup>+</sup> Single persons are not eligible to waive health and vision insurance coverage.  
"Monthly premium" is equal to the average of all health insurance using the City's gross costs, less all caps, establishing a 2-person rate and a family rate.

#### **ARTICLE 31. RETIREMENT**

Employees hired on or after the date the new Agreement becomes effective will not participate in the Defined Benefit Plans and will participate in a Defined Contribution Plan. The Employer will contribute four percent (4%). Employees may contribute four percent (4%) and if they elect to do so, the City will match the employee's four percent (4%) contribution. The vesting schedule will be:

50%	at	5 years
75%	at	7 years
100%	at	9 years

Any employee not vested at age seventy (70) will become immediately one hundred percent (100%) vested.

The Employer shall continue the existing pension program with the Michigan Municipal Employees Retirement System. The Benefit Plan for employees hired prior to July 1, 2013 will be B-3 with F-55/15 Rider. Employees in the B-3 Plan will contribute twelve (12%) toward the Plan for the duration of this Agreement. No service time after December 31, 2020 will include a COLA benefit.

Employees hired on or after July 1, 2013, but prior to the effective date of this Agreement will participate in the MERS C-1 Plan with the F 55/15 rider, ten (10) year vesting, FAC5 with a maximum of two hundred (200) hours of vacation leave includible in computing the FAC. Benefits will be paid on base compensation only. C-1 covered employees will make a four and half percent (4.5%) contribution.

If during the duration of this Agreement, the Employer becomes eligible to establish a Defined Contribution Plan, the parties agree to meet and discuss implementation of that Plan for new hires.

#### **ARTICLE 32. LONGEVITY**

Each full-time employee who has completed five (5) years of continuous employment by December 1 shall receive Two Hundred Fifty Dollars (\$250) additional compensation per year plus an additional compensation of Fifty Dollars (\$50.00) for each a year of continuous employment beyond five (5) years.

#### **ARTICLE 33. WORKERS' COMPENSATION**

Each employee will be covered by the applicable Worker's Compensation law. At the employee's option, supplemental income may be obtained by charging an employee's accumulated sick leave and shall terminate when the sick leave is depleted. An employee suffering a work-related injury or illness shall have no reduction in pay or benefits for the first seven (7) calendar days from the date the injury/illness occurred.

#### **ARTICLE 34. DRUG AND ALCOHOL TESTING**

The Omnibus Transportation Employee Testing Act of 1991, which requires Drug and Alcohol Testing for Commercial Driver's License (CDL) employees and the Drug Free Work Place Act of 1988 are hereby incorporated by reference into this Collective Bargaining Agreement. Employees shall comply with all of the terms and conditions of said Acts.

1. The Employer will be responsible for the costs incurred in conjunction with alcohol breath testing and reporting.
2. The Employer will be responsible for the costs incurred in conjunction with screening and confirmation testing of urine for drug analysis.

3. A tested employee making a timely request for a "split sample" shall be responsible for all costs associated with the testing of the "split sample."
4. An employee who is awaiting the results of a random test will not be excluded because of such random test from overtime assignments or from performing safety-sensitive functions.
5. An employee who undergoes reasonable suspicion testing will be suspended from performing safety-sensitive functions. The Employer, in its sole discretion, may assign the employee to non safety-sensitive work while awaiting test results.
6. An employee who undergoes reasonable suspicion testing may request a Union representative accompany him/her to the testing facility. Such right of representation applies only if a Union representative is readily available. The Union representative shall not interfere with or otherwise direct the testing procedure.
7. An employee has the right to use accrued paid leave while waiting for the results of a reasonable suspicion test or "split sample" test. If the results of such test(s) is negative, such paid leave will be restored to the employee.
8. An employee who is required by the Substance Abuse Professional to undergo treatment that will cause the employee to be absent from work may use any or all leave credits he/she has accumulated as allowed by the Collective Bargaining Agreement.
9. Employees required by the Substance Abuse Professional to undergo treatment in a residential program will be granted leaves of absence as provided by the Collective Bargaining Agreement.
10. In addition to the penalties mandated by the Department of Transportation, if an employee refuses to submit to a test or tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

### FIRST OFFENSE

Five (5) day suspension without pay. Upon completion of the five (5) day suspension and before the employee is allowed to return to work, he/she will submit to an evaluation by a Substance Abuse Professional and to drug/alcohol tests at the employee's expense. Upon approval of the Substance Abuse Professional and receipt of a negative test result, the employee will be allowed to return to work.

### SECOND OFFENSE

Discharge.

11. Employees will be responsible for all costs of follow-up and return-to-duty testing.

## **ARTICLE 35. RULES AND REGULATIONS**

The City retains the right to issue, through the City Manager or his/her designated representative, departmental rules and regulations governing the operation of the department and the conduct of its employees. Said rules and regulations shall be applicable to departmental employee interpreted so as to be inconsistent with the terms or intent of this Agreement. Such rules shall be posted on the Union bulletin board. The Union shall be advised prior to the posting of new work rules. New rules shall not be effective until posted.

## **ARTICLE 36. MISCELLANEOUS**

Section 36.1: Safety Committee: A safety committee of employees and the Employer representative is hereby established. This committee will include the Stewards and shall meet as needed, but at least annually during regular daytime working hours for the purpose of making safety recommendations to the Employer.

Section 36.2: Union Bulletin Boards: The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- (a) Notice of recreational and social events.
- (b) Notice of election.
- (c) Notice of results of an election.
- (d) Notice of meetings.



It is agreed that materials posted on the bulletin boards shall not contain anything of a political or controversial nature or anything adversely reflecting upon the City, its employees or any labor organizations of its employees or City policies.

Section 36.3 Seasonal Help: It is understood and agreed that the provisions in this Agreement, entered into between the parties, do not apply to seasonal, casual or temporary employees. It is further agreed that those employees will not be used to prevent the payment of overtime to regular employees nor shall they be used during the time of layoff or while members of the bargaining unit are working reduced hours. In the event a seasonal, temporary or casual employee is promoted to a permanent position, he/she shall be subject to the probationary provisions of the Agreement and upon completion of the probationary period shall be given credit for his/her time worked as a temporary, seasonal or casual employee in the current year.

Section 36.4 Uniforms: Employees holding the classifications listed below will be eligible for reimbursement of up to five hundred dollars (\$500.00) per fiscal year for approved work apparel. Reimbursement will be made on a quarterly basis only.

1. Laborer
2. Equipment Operator
3. Automotive Equipment Tech
4. Mechanic
5. POTW / WTP Operators
6. Facilities Maintenance

The City shall determine the uniforms to be worn by eligible employees.

Section 36.5. Treatment Plant Operators hired prior to the date of this Agreement will receive, in addition to their base wage, the following additional pay for licenses granted by the appropriate State agency if received prior to the Agreement:

CLASS	ADDITION TO BASE
D	\$300
C	\$400
B	\$500

In no event shall an employee of the bargaining unit receive more than one addition to the base wage. Such adjustment will only be paid for the highest license held by the employee.

The City of Mason is currently a Class B City. In the event the City is required in the future to retain the services of a Class A operator, the Employer agrees to negotiate an addition to base rate with the Union.

Section 36.6 Water Licenses: Any full-time employee in the Department of Public Works hired prior to the effective date of this Agreement will receive in addition to their base wage the following additional pay for water treatment (D) and distribution (S) licenses granted by the appropriate State agency if received prior to the Agreement as follows:

<b>S LICENSES</b>	<b>ADDITION TO BASE</b>	<b>D LICENSE</b>	<b>ADDITION TO BASE</b>
S4	\$300.00	D4	\$300.00
S3	\$400.00	D3	\$400.00
S2	\$500.00	D2	\$500.00

In no event shall an employee of the bargaining unit receive more than one S License addition and one D License addition to the base wage. Such adjustment will only be paid for the highest license(s) held by the employee.

Section 36.7 Other Licenses:

- (a) Commercial Pesticide Applicator Certification: Any employee hired prior to the effective date of this Agreement will receive \$200.00 per year for successfully obtaining and maintaining the necessary certifications if initially received prior to the Agreement.
- (b) Licensed Arborist: Any employee hired prior to the effective date of this Agreement will receive \$200.00 per year for successfully obtaining and maintaining the necessary certification if initially received prior to the Agreement.

Section 36.8 Computation of Benefits: All hours paid to an employee shall be considered as hours worked for the purposes of computing any of the benefits under this Agreement.

Section 36.9: It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits, and there are no eligible survivors, no benefits shall be paid.

Section 36.10: The employee shall not be eligible to receive benefits while he/she is:

- (a) Eligible for unemployment benefits under any unemployment compensation law; or
- (b) On layoff; or
- (c) On leave of absence; or
- (d) Has quit his employment; or
- (e) Been discharged; or
- (f) Retired, except as otherwise specifically specified within this Agreement.

Section 36.11 On Call Compensation: Each eligible DPW employee (non-probation Laborers, Mechanics, Automotive Equipment Tech, Equipment Operator), on a weekend rotation distributed equally, shall be required to be available to respond to emergencies and other situations that arise outside of the employee's regular work schedule. Such weekend rotation shall begin at the end of the regular work day each Friday through the beginning of the regular work day on the following Monday. The employee on call will be required to carry the on-call phone and be available to respond to calls within one hour. The on-call employee will be responsible to contact other employees in accordance with the call out list if additional personnel are needed to assist in any call.

The employee assigned to on-call duty for a weekend shall be paid fifty dollars (\$50.00). Should the on-call employee be called in he/she will be compensated in accordance with ARTICLE 20. OVERTIME.

Section 36.12 Emergency Manager: Pursuant to the Local Financial Stability and Choice Act, PA 436 of 2012, an Emergency Manager may act in the capacity and with the powers as outlined in such Act or any amendment(s) thereto.

## **ARTICLE 37. NO STRIKES**

Section 37.1: During the term of this Agreement neither the Union nor any persons acting in its behalf nor any individual Union member will cause, authorize or support or take part in any strike (i.e., the concerted failure to report for duty or the concerted absence of employees from their positions or concerted stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Union members' duties of employment).

Section 37.2: Willful violation of this Article by any employee or Union member will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein shall restrict the City in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of the Article. The Union shall have the right to implement a grievance in the event a question arises as to whether employees violated this section of the Agreement.

## **ARTICLE 38. WAIVER**

Section 38.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right to reopen negotiations, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 38.2: If any provision of this contract or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE 39. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect from the date of City Council approval through June 30, 2025. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter subject to notice of amendment or termination by either party on ninety (90) days written notice prior to the current year's termination date.

If no notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on thirty (30) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 27056 Joy Road, Redford, Michigan 48239-1949; and if to the Employer, addressed to the City of Mason, 201 West Ash Street, Mason, Michigan 48854 or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 40. EFFECTIVE DATE**

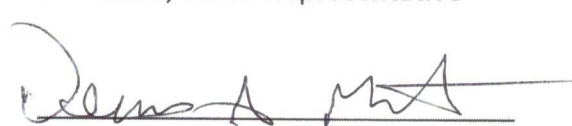
This Agreement shall become effective October 17, 2022. No benefit will be retroactive unless specifically provided for within the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

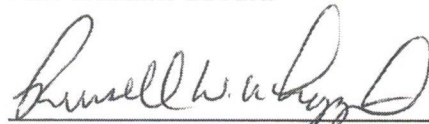
FOR THE UNION:

 10-26-22  
\_\_\_\_\_  
Jonathan Pignataro, Chief Spokesperson

  
\_\_\_\_\_  
Eric Ream, Union Representative

  
\_\_\_\_\_  
Dennis Motes, Union Representative

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Russell W. Whipple, Mayor

  
\_\_\_\_\_  
Deborah Stuart, City Manager

Date: 10/17/22

Date: 10-26-22

## APPENDIX "A" HOURLY COMPENSATION PLAN

### PER HOUR RATE

EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER COUNCIL SIGNING				
Classification	Qualified Candidate (3% from previous year)	Level 1 (2% from Qualified)	Level 2 (4% from Qualified)	Level 3 (6% from Qualified)
Customer Service Specialist	22.957	23.416	23.875	24.334
Project Specialist	23.425	23.894	24.362	24.831
Bookkeeper	23.904	24.382	24.860	25.338
Facility Maintenance Worker	23.904	24.382	24.860	25.338
Laborer	23.904	24.382	24.860	25.338
Equipment Operator	24.331	24.817	25.304	25.790
Automotive Equip Tech	24.331	24.817	25.304	25.790
Mechanic	24.768	25.264	25.759	26.255
WTP Operator	25.086	25.587	26.089	26.591
POTW	25.086	25.587	26.089	26.591

A six-hundred-dollar (\$600.00) one-time lump sum payment, not rolled into base wages, payable thirty (30) days after the new contract is ratified and signed by the parties.

EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER 7/1/2023				
Classification	Qualified Candidate (3% from previous year)	Level 1 (2% from Qualified)	Level 2 (4% from Qualified)	Level 3 (6% from Qualified)
Customer Service Specialist	23.645	24.118	24.591	25.064
Project Specialist	24.128	24.611	25.093	25.576
Bookkeeper	24.621	25.114	25.606	26.099
Facility Maintenance Worker	24.621	25.114	25.606	26.099
Laborer	24.621	25.114	25.606	26.099
Equipment Operator	25.061	25.562	26.063	26.564
Automotive Equip Tech	25.061	25.562	26.063	26.564
Mechanic	25.511	26.022	26.532	27.042
WTP Operator	25.838	26.355	26.872	27.389
POTW	25.838	26.355	26.872	27.389

<b>EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER 7/1/2024</b>				
<b>Classification</b>	<b>Qualified Candidate (3% from previous year)</b>	<b>Level 1 (2% from Qualified)</b>	<b>Level 2 (4% from Qualified)</b>	<b>Level 3 (6% from Qualified)</b>
<b>Customer Service Specialist</b>	24.355	24.842	25.329	25.816
<b>Project Specialist</b>	24.852	25.349	25.846	26.343
<b>Bookkeeper</b>	25.360	25.867	26.374	26.882
<b>Facility Maintenance Worker</b>	25.360	25.867	26.374	26.882
<b>Laborer</b>	25.360	25.867	26.374	26.882
<b>Equipment Operator</b>	25.812	26.329	26.845	27.361
<b>Automotive Equip Tech</b>	25.812	26.329	26.845	27.361
<b>Mechanic</b>	26.277	26.802	27.328	27.853
<b>WTP Operator</b>	26.613	27.146	27.678	28.210
<b>POTW</b>	26.613	27.146	27.678	28.210

- All levels are dependent upon the employee requesting a level advancement and to demonstrate compliance with the requirements.
- Trainings and certifications listed may be eligible to be paid for or reimbursed per the Personnel Policy. Employee training requests for Level 2 or 3 are required to be submitted prior to January 1 each year for consideration in the following budget year. If there are more requests than funding, the requests will be prioritized by those with seniority.
- All certifications or licenses required to achieve the level must be current.



Classification	Start	Level 1 (2 %)	Level 2 (4%)	Level 3 (6%)
Bookkeeper, Customer Service Specialist, Project Specialist	Qualified Candidate	Professional proficiency in assigned specialty(s) (i.e., Payroll, Utility Billing, Cash Receipting, etc.) and has: <ul style="list-style-type: none"> <li>Completed approved trainings in assigned specialty and Customer Service.</li> </ul>	<ul style="list-style-type: none"> <li>Meet qualification of Level 1,</li> <li>Qualified and willing to train an Entry Level employee,</li> </ul> AND <ul style="list-style-type: none"> <li>Meets one of the following: <ul style="list-style-type: none"> <li>Related associate degree (or 60 credit hours)</li> <li>Comparable Technical/ License Training to an associate degree</li> <li>Proficiency across multiple specialties</li> <li>BA Degree</li> <li>15 years related experience</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Meet qualification of Level 2,</li> <li>Attended approved leadership training,</li> <li>Has regularly demonstrated Team Lead Responsibilities</li> </ul> AND <ul style="list-style-type: none"> <li>Meets one of the following: <ul style="list-style-type: none"> <li>Related BA Degree</li> <li>Comparable Technical Training</li> </ul> </li> </ul>
Laborer, Equipment Operator, Automotive Equipment Tech, Mechanic	Qualified Candidate	Proficiency in identified areas and has: <ul style="list-style-type: none"> <li>CDL,</li> <li>Qualified Person/Competent Person Training, and</li> <li>Miss Digg Training or Pesticide License</li> </ul>	<ul style="list-style-type: none"> <li>Meet qualification of Level 1,</li> <li>Qualified and willing to train an Entry Level employee,</li> </ul> AND <ul style="list-style-type: none"> <li>Meets one of the following: <ul style="list-style-type: none"> <li>Has S-4 license</li> <li>Related associate degree (or 60 credit hours)</li> <li>Comparable Technical/ License Training to an associate degree</li> <li>BA Degree</li> <li>15 years related experience</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Meet qualification of Level 2,</li> <li>Attended approved leadership training,</li> <li>Has regularly demonstrated Team Lead Responsibilities</li> </ul> AND <ul style="list-style-type: none"> <li>Meets one of the following: <ul style="list-style-type: none"> <li>Has S-2 and D-4 license</li> <li>Related BA Degree</li> <li>Comparable Technical Training</li> </ul> </li> </ul>

Classification	Start	Level 1 (2 %)	Level 2 (4%)	Level 3 (6%)
Facility Maintenance	Qualified Candidate	<p>Proficiency in identified areas and has:</p> <ul style="list-style-type: none"> <li>• CDL and</li> <li>• Pesticide License</li> </ul>	<ul style="list-style-type: none"> <li>• Meet qualification of Level 1,</li> <li>• Qualified and willing to train an Entry Level employee,</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Meets one of the following: <ul style="list-style-type: none"> <li>• Related associate degree (or 60 credit hours)</li> <li>• Comparable Technical/ License Training to an associate degree</li> <li>• BA Degree</li> <li>• 15 years related experience</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Meet qualification of Level 2,</li> <li>• Attended approved leadership training,</li> <li>• Has regularly demonstrated Team Lead Responsibilities</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Meets one of the following: <ul style="list-style-type: none"> <li>• Related BA Degree</li> <li>• Comparable Technical Training</li> </ul> </li> </ul>
Utility Operator	Qualified Candidate	<p>Proficiency in identified areas,</p> <p>AND</p> <p>Has completed and passed one of the following:</p> <ul style="list-style-type: none"> <li>• All courses for the Sacramento State OWP "Operations of Wastewater Treatment Plants Vol. 1"</li> <li>• The Sacramento State OWP "Water Treatment Plant Operations Vol. 1"</li> </ul> <p>OR HAS</p> <p>a Class D License or S-4 and D-4</p>	<ul style="list-style-type: none"> <li>• Meet qualification of Level 1,</li> <li>• Qualified and willing to train an Entry Level employee,</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Meets one of the following: <ul style="list-style-type: none"> <li>• Has C license</li> <li>• Has S-3/D-3 (both) licenses</li> <li>• Related associate degree (or 60 credit hours)</li> <li>• Comparable Technical/ License Training to an associate degree</li> <li>• BA Degree</li> <li>• 15 years related experience</li> </ul> </li> </ul> <p>AND</p> <p>Completed and passed the Sacramento State OWP "Water Treatment Plant Operations Vol. 2"</p> <p>OR</p> <p>Completed and passed the Sacramento State OWP "Operations of Wastewater Treatment Plants Vol. 2"</p>	<ul style="list-style-type: none"> <li>• Meet qualification of Level 2;</li> <li>• Attended approved leadership training;</li> <li>• Has regularly demonstrated Team Lead Responsibilities</li> <li>• Completed and passed one of the Sacramento State OWP management courses - Utility Management or Manage for Success: Effective Utility Leadership Practices.</li> <li>• Has an EGLE Stormwater Management - Industrial site A-I i license.</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Meets one of the following: <ul style="list-style-type: none"> <li>• Has B license</li> <li>• Has S-3 / D-2 (both) license</li> <li>• Related BA Degree</li> </ul> </li> </ul>