

COLLECTIVE BARGAINING AGREEMENT

CITY OF TRENTON

AND

TPOAM

**TECHNICAL, PROFESSIONAL & OFFICEWORKERS
ASSOCIATION OF MICHIGAN**

SEPTEMBER 21, 2015 - JUNE 30, 2018

INDEX

	AGREEMENT.....	Page 1
ARTICLE 1	PURPOSE.....	Page 1
ARTICLE 2	RECOGNITION.....	Pages 1, 2
ARTICLE 3	RIGHTS OF MANAGEMENT.....	Page 2
ARTICLE 4	REPRESENTATION.....	Page 2
ARTICLE 5	GRIEVANCE & ARBITRATION PROCEDURE.....	Pages 3, 4, 5
ARTICLE 6	CLERICAL.....	Pages 5, 6
ARTICLE 7	HEALTH & SAFETY.....	Pages 6, 7
ARTICLE 8	DISCIPLINARY PROCEDURES.....	Pages 7, 8
ARTICLE 9	EMPLOYEE DISCHARGE.....	Page 8
ARTICLE 10	OCCUPATIONAL INJURY OR ILLNESS.....	Pages 8, 9, 10
ARTICLE 11	NON-OCCUPATIONAL INJURY OR ILLNESS.....	Pages 10, 11
ARTICLE 12	SPECIAL LEAVES.....	Pages 11, 12, 13
ARTICLE 13	UNION DUES & INITIATION FEES.....	Page 13
ARTICLE 14	VACATIONS.....	Pages 13, 14
ARTICLE 15	SICK LEAVE BENEFITS & REGULATIONS.....	Pages 14, 15
ARTICLE 16	HOLIDAYS.....	Pages 15, 16
ARTICLE 17	LONGEVITY PAY.....	Pages 16, 17
ARTICLE 18	INSURANCE BENEFITS.....	Pages 17, 18, 19, 20
ARTICLE 19	PERSONAL DAYS.....	Page 21
ARTICLE 20	UNIFORM ALLOWANCE.....	Page 21
ARTICLE 21	PENSION BENEFITS.....	Page 22
ARTICLE 22	SENIORITY.....	Pages 22, 23, 24
ARTICLE 23	VACANCIES & BIDDING PROCEDURES.....	Pages 24, 25
ARTICLE 24	GENERAL.....	Pages 25, 26
ARTICLE 25	HOURS.....	Page 27
ARTICLE 26	OVERTIME.....	Pages 27, 28
ARTICLE 27	PREMIUM PAYMENTS.....	Pages 28, 29
ARTICLE 28	CLASSIFICATIONS.....	Pages 29, 30
ARTICLE 29	WAGES.....	Pages 30, 31, 32, 33
ARTICLE 30	WASTEWATER TREATMENT PLANT.....	Page 34
ARTICLE 31	TERMINATION & MODIFICATION.....	Page 35
	SIGNATURES.....	Page 36

AGREEMENT

THIS AGREEMENT, made this 21st day of September, 2015, by and between the City of Trenton, Michigan, hereinafter designated as the "City" and the Technical, Professional and Officeworkers Association of Michigan (TPOAM), hereinafter designated as the "Union."

ARTICLE 1 PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the City and its employees; set forth the general policy of the City on personnel and procedures; establish uniform and equitable rates of pay, hours of work and other conditions of employment; and provide a method for redress of any grievances the employees may have by virtue of this Agreement.

ARTICLE 2 RECOGNITION

SECTION 1.

The City of Trenton does hereby recognize TPOAM as the exclusive bargaining representative, as defined in Section 11, of Act 379, Public Acts of 1965 with respect to rates of pay, wages, hours of employment, and other conditions of employment for all general city employees with the persons holding the following positions excluded therefrom:

Elected and Appointed Officials	Administrative Secretaries
Deputy City Assessor	Secretaries
Deputy City Clerk	All Engineers, Project Assistants & Inspectors
Deputy City Treasurer	All Salaried Supervision
Health Nurse	Human Resources Office Employees
Chief Chemist, WWTP	Police Department
IPP/CSO, WWTP	Fire Department
Organized Recreation	

Also excluded are any and all positions which may require a technical or college degree, or the equivalent in combined education and experience.

SECTION 2. PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES

For the purpose of this agreement, the term "part-time employee", "temporary employee" or "seasonal employee" shall be excluded from the provisions of this agreement.

- A. **PART-TIME EMPLOYEE.**
Persons hired specifically to work on a part-time basis in classifications identified in Article 30, and working no more than thirty (30) hours in a calendar week.

- B. **TEMPORARY EMPLOYEE.**
Persons hired specifically to work for a limited period of time in classifications identified in Article 30. Such period of time includes, vacation schedules, sick leaves, other authorized leaves of absence and any special project or emergency which requires the need for an employee for a limited period of time. Special projects will be discussed with the union to identify the specific period of time needed for the project and shall be mutually agreed upon.

- C. **SEASONAL EMPLOYEE.**
Persons hired specifically to work for a seasonal period of time in classifications identified in Article 30. Such seasonal work will generally be performed between May 1 and November 30. The seasonal period for specific departments will be identified annually by the city and provided to the union with the specific period not to exceed a total of six (6) months.
- D. The rate of pay for part-time, temporary, and seasonal employees described above shall be as prescribed by the city.
- E. The rate of pay for part-time, temporary, and seasonal employees described above shall not be in excess of the rate of pay for the lowest rated full-time employee in the respective departments or shifts, if said full-time employee is capable of doing the work.
- F. The use of persons that work part-time, temporary or seasonally in classifications identified in Article 30 will be reviewed annually by the city at the written request of the union to determine if work can be consolidated to provide full time employment without sacrificing efficiency and/or interfering with vacation schedule of full-time employees.
- G. It is only intended that part-time, temporary or seasonal personnel used to supplement the full time bargaining unit work and not to replace full time bargaining unit positions that are budgeted.

**ARTICLE 3
RIGHTS OF MANAGEMENT**

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the law and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility. The City agrees to negotiate in accordance with Article 1 - Purpose, except for specific conditions as shall be made mandatory by state or federal law.

**ARTICLE 4
REPRESENTATION**

All employees covered by this Agreement will be represented for the purpose of grievance procedure and negotiations by a committee, composed of three (3) members of the Local Union Executive Board and the President and the Vice-President. The Committee will meet with the Department Heads as often as necessary.

ARTICLE 5
GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties which is claimed to be a violation, misapplication, or misinterpretation of this Agreement, shall be settled in the following manner:

STEP 1 Any employee having a grievance shall first present it in writing by the Union Steward or the Union Grievance Committee to the Department Head within five (5) working days. The Department Head or his/her designee shall schedule a meeting with the City Administrator or his/her designee, the employee filing the grievance and the union steward or union grievance committee within fifteen (15) working days excluding Saturdays, Sundays, and Holidays. The Department Head or his/her designee shall respond to the Union Steward or the Union Grievance Committee in writing within five (5) working days following the meeting above, excluding Saturdays, Sundays and Holidays.

STEP 2 If the grievance still remains unresolved, it shall be presented by the Union Steward, or Union Grievance Committee to the City Administrator in writing within five (5) working days after the response in Step 2, excluding Saturdays, Sundays, and Holidays. The City Administrator shall respond in writing to the Union Steward, or Union Grievance Committee (with a copy of the response to the Union President) within ten (10) working days following receipt of the grievance, excluding Saturdays, Sundays and Holidays.

STEP 3 **ARBITRATION**

A. If the grievance is not resolved at Step 2, the Union has ninety (90) calendar days from the reply of the City Administrator to request arbitration by written notice to the other party. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.

B. Upon written request by either party, after Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step 3. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Union members shall be the President and the TPOAM Representative, or their designee(s).

C. If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.

SELECTION OF THE ARBITRATOR

A. Within ninety (90) days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrators from the permanent roster of arbitrators (agreed upon arbitrator list). Selection shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned to hear the case. The next arbitrator on the list will be assigned to hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.

1. Mark Glazer
2. Joseph Girolamo
3. David Grissom

- B. The parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator listed.
- C. An arbitrator may be removed from the list by written notice of either party during the life of the agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator that was removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- D. The costs of the arbitrator's services, including his/her expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.
- E. If the parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the MERC selection procedure.

SECTION 2. TIME LIMIT

No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step 1 through 4 may be extended for good cause shown or mutual consent of the parties.

Failure of the Union to abide by the time limits set forth in Step 1 through 3 above, shall be considered an abandonment of the grievance. Failure of the Employer to abide by the time limits set forth in Step 1 through 3 above shall be considered a granting of the grievance without thereby setting a precedent.

SECTION 3. GRIEVANCE NEGOTIATIONS

Supervision will allow official Union representatives the time off from their regular duties for grievance negotiations concerning the meetings identified in Section 1, Steps 1 and 2 or the Arbitration hearings associated with Step 3. The Union representatives will notify the City Administrative Offices, at least 24 hours in advance, of the employees to be released in conjunction with meetings in Step 2 and the arbitration hearings associated with Step 3. The City Administrative Office will notify the respective employee's Department Head concerning the release time needed in conjunction with meetings in Step 2 and the arbitration hearings associated with Step 3 with a copy of said notice to the Union. If the grievance negotiations have to take place during a Union Official's scheduled working hours with the City, the City will pay the representatives their regular rate of pay for all time consumed during such scheduled working hours.

If employee(s) have filed grievances and are required by the Union and the City to be present during the grievance proceedings concerning the meetings identified in Section 1, Steps 1 and 2 or the arbitration hearings associated with Step 3, they shall be compensated at their regular rate of pay for all time so consumed during their scheduled working day.

SECTION 4. UNION GRIEVANCE MEETINGS

If the Union Representatives, including the employee(s) having filed grievances, need time off from work in order to meet with TPOAM for internal grievance appeal processes or in preparation for arbitration hearings, the City will release them from work with pay subject to the following conditions:

- A. The number of employees released shall be the President or Vice-President, Chief Steward, and the grievant(s).

- B. The Union will promptly notify each Department Head of the need for the released time as soon as such a meeting is scheduled. If at all possible, such notice will be provided at least five (5) working days in advance, excluding Saturdays, Sundays, and holidays. Such notice will be in writing and include one of the two purposes described above, the date of the meeting, time of the meeting, name of the employee(s) requesting time off and the number of scheduled work hours being requested. A copy of all such notices shall be likewise filed with the City Administrator's office.
- C. The release from work will be allowed only if an overtime situation is not created. The Union may request special consideration if the requested release of an employee would typically cause an overtime situation.
- D. Employees allowed such release from work will be paid with the following limitations:
 - 1. Release from work will not occur before 1:30 p.m.
 - 2. Paid work release will not exceed four (4) hours.
- E. Employees allowed such release from work may be paid in accordance with leave privileges granted in Article 19 - Personal Days or Article 14 - Vacations as directed by the employee or the employee may request that such release time be unpaid in accordance with Article 12 - Special Leaves, Section 4. Other Leave, if the time required exceeds sub-section "D" above.

**ARTICLE 6
CLERICAL**

SECTION 1. INTRA AND INTER-DEPARTMENTAL PROMOTIONS

If there is more than one union clerical person within Clerical sub-departments A through G (see Article 23 - Vacancies and Bidding Procedures), the vacancy will be filled according to the following bidding procedures:

A Department Head shall have five (5) working days (excluding Saturdays, Sundays, and Holidays) after a position has been vacated in which to post a notice of the open position which becomes vacant or to notify the Union that the position is to be abolished. An employee who is on vacation, sick leave, restricted duty or off work for any other permissible reason shall have a period of three (3) working days (excluding Saturdays, Sundays, and Holidays) after his/her return to work in which to exercise his/her bidding rights on a position which was posted during his/her absence. In no case shall such bidding rights be extended for more than one (1) year following the date of the posting.

The job shall first be posted in the sub-department in which the vacancy exists. The job will be awarded based on seniority in the sub-department alone.

Should no bid be submitted for said vacancy, the bidding process will be as follows: (See Article 23, Vacancies and Bidding Procedure).

SECTION 2. BIDDING

Bidding is defined as the procedure by which an employee may request a change to a posted vacancy in a different classification within a department or from one department to another (See Article 29, Wages). In the event that no qualified bidders apply for a posted vacancy, an employee holding the same classification may bid on the vacant position.

SECTION 3. TRIAL PERIOD

An employee who applies for a vacant position shall have a thirty (30) calendar day trial period. Any employee who, prior to the completion of the thirty (30) calendar day trial period, decides to return to his/her former classification shall do so with no loss of department seniority. Upon completion of the thirty (30) calendar day trial period, he/she shall acquire equity in the new position.

SECTION 4. QUALIFYING

Whether or not an employee is qualified for a job will be decided by the Department Head and the Union Committee. If agreement is not reached, the City will obtain a knowledgeable independent third party to decide and the third party's decision will be final.

SECTION 5. RELIEF PERIODS

Employees covered under this Article shall receive fifteen (15) minutes in each half of the day's work for relief periods. Relief periods shall not be combined with starting, closing, or lunch hours, and shall be taken so as not to conflict with departmental operations.

SECTION 6.

- A. The City shall have the ability and flexibility to temporarily reassign Clerical employees from the office to which they may currently be primarily assigned, to other such offices/sub-departments within the Clerical Department.
- B. Such temporary assignments are intended to provide assistance in other offices in times of unusual demand, absences, leaves, or emergencies and may have a duration lasting from as little as one hour to an extended number of weeks based upon circumstances. Any such temporary reassignment of an employee, as well as the offices from which and to which an employee is reassigned, shall be based upon operational needs in the affected departments and done without posting of the temporary opening, and determined solely by the City, without regard to seniority.

SECTION 7.

The City and Union agree to establish a committee to study current Clerical responsibilities and wage rates.

ARTICLE 7 HEALTH & SAFETY

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth.

SECTION 2. PURPOSE

A Joint Safety Committee shall exist for the purpose of promulgating rules, regulations, and procedures for the enactment and enforcement of a "Written Safety and Health Program". The duties and responsibilities of the safety committee will be to investigate accidents, develop safe work methods and rules, sponsor a safety training program, inspect various aspects of city work at intervals, advertise safety, and meet to discuss safety and health improvements. Departmental safety meetings will occur on a monthly basis, and the Joint Safety Committee will meet as needed.

SECTION 3. JOINT SAFETY COMMITTEE

The Joint Safety Committee shall consist of the Union President, two (2) Union members representing D.P.S., one (1) Union member representing Clerical, one (1) Union member representing W.W.T.P. and up to an equal number representing the City Management. The respective representatives' appointment to, and length of term on, the Committee shall be the option of each party respectively. Prior to the termination of a representative's service, the respective party will notify the Joint Safety Committee by written thirty (30) day notice.

SECTION 4. THIRD PARTY

If any disagreement arises within the committee with respect to any matter pertaining to unsafe or unhealthy working conditions or equipment, a knowledgeable independent third party will be recruited to decide and his/her decision will be binding on the committee.

SECTION 5. COMPENSATIONS

Committee members will serve with no extra compensation from the City.

SECTION 6. APPROVAL

Upon completion of the rules and procedures initiating and governing the Safety Code, it shall be submitted to the respective parties for discussion and agreement. All rules, regulations, and procedures promulgated by the Joint Safety Committee, shall be binding on both parties. Department Heads will be required to submit, in writing, department safety procedures as requested by the Joint Safety Committee, for the Joint Safety Committee's approval. The City and/or the Union may request, in writing, that the Joint Safety Committee consider additions, deletions and/or changes to all promulgated safety rules.

SECTION 7.

As a condition of employment, all employees shall diligently comply with all city, state, and federal safety rules and regulations that are presently, or are in the future, enacted for the health and safety of the employees.

**ARTICLE 8
DISCIPLINARY PROCEDURES**

SECTION 1. PURPOSE

The purpose of this article is not to restrict the rights of any group or individual, but to define and protect such rights, and insure cooperation and understanding. Although the severity of discipline increases with continuance of the employees' disregard, it is set forth to be corrective and/or preventive in nature.

SECTION 2. POLICY

The City, through each or all departments, shall promulgate work rules and regulations covering their respective operations, and said rules will be posted on the Union bulletin board in the respective departments. As a condition of employment, all employees covered under this contract will be required to comply with all work rules and regulations promulgated. Work rules and regulations shall be divided into two categories, Major and Minor, which may be reviewed and defined as may be necessary.

SECTION 3. MINOR INFRACTIONS

Any accumulation of violations of Minor Work Rules and Regulations shall be subject to the following disciplinary action:

- 1. First Offense: verbal warning with a written violation notice given to the employee;
- 2. Second Offense: within 120 calendar days - written warning;
- 3. Third Offense: within 120 calendar days - automatic one day disciplinary suspension;
- 4. Fourth Offense: within 120 calendar days - automatic three day disciplinary suspension;
- 5. Fifth Offense: within 120 calendar days, recommend discharge.

The preceding steps will be taken, but any of the steps may be deleted if circumstances and severity warrant.

SECTION 4. MAJOR INFRACTIONS

Major rules and regulations shall be posted on the Union Bulletin Boards. The disciplinary action will be indicated. Each major infraction shall be considered on an individual and collective basis and disciplinary action will be taken based upon the severity and the number of occurrences.

SECTION 5. USE OF PAST RECORD

In imposing discipline on a current charge, the employer will not take into account infractions which occurred more than twenty-four (24) months previous to the date of the current charge.

**ARTICLE 9
EMPLOYEE DISCHARGE**

SECTION 1. DISCHARGE PROCEDURE

The employer agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement, but that, in all instances in which the employer may conclude that an employee's conduct justifies discharge, such employee shall first be suspended without pay. In cases of suspension prior to formal discharge, the Job Steward or, in his absence, the Chief Steward from the Department in which the employee worked, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than five (5) calendar days and, if the suspension is converted into a discharge, any such discharge shall not be made effective until the end of said five (5) calendar day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his/her district steward. The employer shall decide, during the aforementioned five (5) calendar day period, dependent upon the facts of the case, whether the suspension already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no disposition should have been given.

SECTION 2. DISCHARGE SUSTAINED

A discharge may be grieved under the grievance and arbitration procedures starting at the Second Step thereof if the grievance is filed within ten (10) days of effective date of discharge.

SECTION 3.

In the event it is decided by the employer under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension.

SECTION 4. RESIGNATION BEFORE DECISION

The acceptance by the employer of the resignation of an employee discharged before final action on the part of the employer will be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation.

SECTION 5. INVOLUNTARY RESIGNATION

Absence for five (5) consecutive working days without notifying the employer shall be deemed a "quit" by the employee. Exceptions may be made by the employer. Such unexcused absence shall cause forfeiture of pay and benefits for the same time period. After such absence, the employer will send to the employee's last known address, written notification that his/her employment has been terminated.

**ARTICLE 10
OCCUPATIONAL INJURY OR ILLNESS**

SECTION 1.

An employee who is hospitalized or under a doctor's care, who is not able to report to work as a result of an injury or disease sustained while in the direct line of duty for the City, shall receive full pay at his/her regular rate and all fringe benefits, for a period not to exceed 26 weeks. All Workers' Compensation checks received during this period must be returned to the City as they are received by the employee. This method of payment shall be applicable to each new injury or disease. An employee who is able to return to work in a light duty capacity will not have such time counted against the above referenced 26 weeks.

SECTION 2.

If, after the 26-week full-pay period outlined in Section 1, an employee is still unable to report to work, or if an employee exceeds the 26-week full-pay period because of a recurring injury or disease, he/she shall be placed on an extended medical leave and his/her pay shall be as prescribed by Workers' Compensation Laws.

SECTION 3.

During the time an employee is on an extended medical leave as per Section 2, he/she shall accrue no sick, vacation or personal days, nor receive any holiday pay. He/she will receive longevity pay pro rata for the year in which extended medical leave begins and the year in which extended medical leave ends.

SECTION 4.

The length of time an employee is forced to be off work due to a compensable injury or disease shall be included in the computation of his/her length of service with the City.

SECTION 5.

Personal Days, Holidays, and Vacation Days that he/she had earned prior to and through to the first six months of injury, will be paid to the employee prior to the end of the six month period following the injury if the employee so elects. These benefits will not be banked for more than an additional six months.

SECTION 6.

After the initial six month period, if an employee is still eligible for work disability benefits under the Workers' Compensation Law, the employee may elect a salary payment which, with his/her work disability payment from Workers' Compensation, equals his/her regular net salary (gross income - less social security, federal and state tax, and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick, vacation, floating holiday and personal time accumulation for each pay period an employee receives this additional payment.

SECTION 7.

The City will continue payments on life and health insurance, in the manner specified in this Agreement, during an employee's full pay period, as in Section 1, and/or during an employee's extended medical leave, as in Section 2, or until said employee is entitled to: (1) complete disability pension; or (2) Medicare; and/or (3) Medicaid.

SECTION 8.

Before an employee can return to work after a compensable injury or disease, he/she must submit to a physical examination by the City authorized medical facility/specialist, and present a doctor's certificate stating that he/she is fit to return to work.

SECTION 9.

If there are no restrictions placed on the employee by the City authorized medical facility/specialist, the employee may return to his/her old classification or the employee may have the opportunity to bid as provided in Article 23, Section 1. The employee will be given a thirty (30) working day period in which to prove that his/her full capabilities are restored. The employee may be required to be re-examined by the City authorized medical facility/specialist if the Administration does not agree as to the employee's capabilities of performing the job assignments.

SECTION 10.

If there are any restrictions placed on the employee by the above-mentioned doctor's certificate, and/or by the examinations of the City authorized medical facility or doctor, said employee shall be reclassified as a "restricted employee." In this classification, the employee shall receive the rate of pay and classification he/she was receiving on the date of injury. The employee will receive no increases above this rate until such time as the rate of pay and classification of the position which the employee can perform exceeds the rate being paid. Said employee shall remain as a restricted employee and be assigned jobs in any department where such jobs exist or can be performed until such time as all restrictions are removed by the City authorized medical facility or doctor. Upon the relinquishment of any restrictions on the employee

by the Doctor, the employee will follow the procedure as outlined in Section 9 above.

SECTION 11.

The employee, or his/her designee, shall report at least once per week to his/her Department Head regarding his/her physical condition, to assure management the opportunity to properly schedule work in its respective departments. Failure to comply with the weekly reporting requirement will result in the employee forfeiting the additional compensation from the City that makes up the difference between workers' compensation benefits and their regular pay. The employee shall notify the City at least five (5) working days before reporting back to work.

ARTICLE 11 NON-OCCUPATIONAL INJURY OR ILLNESS

SECTION 1.

An employee who is hospitalized or under a doctor's care, or who is not able to report to work as a result of non-occupational injury or illness, shall use all accrued personal days, earned vacation days and accumulated sick days available at the start of his/her injury or illness. He/she will then be classified as an inactive employee on extended medical leave of absence and shall accrue no vacation days, sick days, personal days, longevity, etc.

SECTION 2.

The length of time an inactive employee is on extended medical leave of absence due to a non-occupational injury or illness shall not be included in the computation of his/her length of service with the City.

SECTION 3.

The City shall continue to pay insurance premiums in accordance with Article 18 – Insurance Benefits for such an inactive employee.

If an employee does not return within twenty-six weeks after the exhaustion of sick, vacation and personal days, he/she shall furnish to the City a certificate stating the employee's condition at the end of the twenty-six week period. The certificate must also state if the employee can be expected to return to work and perform satisfactorily within the second twenty-six week period. If the doctor's report indicates the employee will not return within the second twenty-six weeks' period, his/her employment will be terminated at the end of the first twenty-six week period. If the doctor's certificate indicates the employee will return within twenty-six weeks, the employee will be given a twenty-six week extension. The maximum length of time given to an employee will be fifty-two weeks before employment is terminated.

SECTION 4. REPORTING

During the time an employee is off work for a non-occupational injury or illness, the employee or designee shall report once per each week to the Human Resources Office regarding the inactive employee's physical condition to assure management the opportunity to properly schedule work. Failure to report on a weekly basis may result in the employee being deemed a "quit", and their employment may be terminated pursuant to Article 9, Section 5.

SECTION 5.

Before an inactive employee can return to work after a non-occupational injury or illness, the inactive employee shall have a physical examination by the treating physician and present a certificate signed by the treating physician stating that the inactive employee is physically able to return to active employee status. The City administration reserves the right to re-examine the inactive employee by the City's authorized medical facility/specialist. The City shall have five (5) work days from receipt of the treating physician's certificate in which to schedule the return to active employee status.

SECTION 6.

If there are no restrictions placed on the inactive employee by the treating physician's certificate, and/or the re-examination by the City authorized medical facility/specialist, required in Section 5, the inactive employee may return to the old classification. The employee will be given a thirty (30) day working period in which to prove that his/her full capabilities are restored.

If the City administration determines that the employee is not capable of performing the job assignments, the employee will be examined by an independent medical facility/specialist to determine the ability of the employee to continue working. If the employee can work with restrictions then Section 7 will apply. If, however, the employee cannot return to work then the provisions of Section 3 will continue as uninterrupted. The independent facility/specialist will be mutually agreed upon between the treating physician and the City's medical facility/specialist.

SECTION 7.

If there are any restrictions placed on the inactive employee as a result of the physical examinations required in Sections 5 or 6, said employee shall be reclassified as a "restricted" employee. In this classification, the employee shall receive the rate of pay of the classification of which he/she can perform. Said employee shall remain as a "restricted" employee and be assigned jobs in any department where such jobs exist or can be performed until such time as all restrictions are removed by the City authorized medical facility/specialist. Upon the relinquishment of any restrictions on the employee by the City authorized medical facility/specialist, the employee will follow the procedure as outlined in Section 6 above.

SECTION 8. LONG TERM DISABILITY COVERAGE

The City shall provide employees hired after January 1, 1996, with long term disability coverage.

**ARTICLE 12
SPECIAL LEAVES**

SECTION 1. FUNERAL

A regular employee who is absent from work to attend the funeral of his/her spouse, or the parent, step-parent, child, brother, sister, grandfather, grandmother, or grandchild of the employee or his/her spouse, shall be paid the employee's current hourly rate for the time lost from the employee's regularly scheduled work shift by reason of the employee's attendance at such funeral and/or service. Payment of this benefit shall not exceed three (3) consecutive working days, provided one day must be the day of the funeral and/or service. The City Administrator, or designee, shall extend such paid time off to a maximum of five (5) consecutive working days if the funeral is held more than 500 miles from the employee's home. An extension of the above time off benefits may be granted by the City Administrator in cases of extenuating circumstances. The City may require proof of death and relationship to the deceased.

SECTION 2. MILITARY FUNERAL

Leave time for military funerals will be allowed as covered through Article 24, Section 7, Work Policies.

SECTION 3. EXTENDED LEAVE

Extended leave may be granted only in the case of appointment or elections to Union Office or Government Service. This shall be no more than of a 24-month duration. If granted, there shall be no accrual of wages, benefits or seniority whatsoever.

SECTION 4. OTHER LEAVE

For any leave of absence other than Section 2, or elsewhere in this Agreement, a limit of not more than thirty (30) working days may be granted. An additional thirty (30) working days may be granted upon approval of management for unexpected or mitigating circumstances.

SECTION 5. JURY DUTY

Employees of the City, working any shift, who are required to serve on a local, state, or federal jury will be paid for such time by the City on the basis of not to exceed eight (8) hours per day for forty (40) hours per week times the individual employee's straight time hourly rate (no shift premium). To be eligible for the above payment, the employee must endorse over to the City, the pay check(s) or money which he/she receives from the court. In the event the money received by the employee is more than the amount as calculated above, the excess is to be returned to the employee. Any mileage and other expense money received by the employee on jury duty may be retained by the employee.

In addition, the City will pay an employee for any loss of time from his/her straight time hours of work when such an employee is required by a Jury Commission to be present for an interview.

SECTION 6. MILITARY SERVICE

Any employee who has completed his/her probationary period with the City, who is called into the Armed Forces of the United States of America, shall be given two (2) weeks pay at his/her regular rate of compensation on his last day of employment.

SECTION 7. MATERNITY LEAVE

A leave of absence for a maximum of six (6) months shall be granted for maternity purposes to female employees on the following basis:

- A. NOTIFICATION. As soon as the employee determines she is pregnant, she must notify the Human Resources Office in writing, with a statement from her physician which provides an estimate of the delivery date and an evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.
- B. COMMENCEMENT. The employee must notify the Human Resources Office, in writing, by the end of her fourth month of pregnancy, of the date she wishes to commence her leave of absence. Such notice must include a written statement from her physician attesting the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request.
- C. Such leaves shall be granted without pay, but the employee may elect to utilize her accrued sick days, vacation days, and personal days. There will be no loss of longevity and seniority during the six (6) months of maternity leave and the City will continue payments of Health and Life Insurance during said six (6) months.
- D. When accumulated sick leave, accrued vacation and personal days are used up, or employee elects not to use this option, the employee will be considered as an inactive employee on an extended medical leave of absence and shall accrue no vacation, sick days, personal days, etc. The City will continue payments on Life and Health Insurance for a period of six (6) months from initial date of maternity leave.
- E. DURATION. The leave will be granted for time required, but not to exceed (6) months. Approval for an extension will be considered upon a request which outlines the reasons therefor. The employee may return at any time during that period, provided she notifies the Human Resources Office at least thirty (30) days prior to the date she wishes to return and furnishes a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. If an employee fails to notify the Human Resources Office within thirty (30) days prior to the expiration of such leave or provides notice and fails to return within six (6) months from the date the leave commenced, or does not request an extension of leave, she shall be deemed to have resigned and the obligation to provide a position to her will cease.

- F. RETURN FROM LEAVE. Upon her return from leave, the employee shall have the right to displace an employee with less seniority in the same classification in the office in which she worked at the time her leave of absence was granted. Temporary or part time help may be used for the duration of the employee's maternity leave only after all employees in that department have been upgraded accordingly when qualified. Office shall be defined as follows:

Controller / Treasurer
Engineering & Building
Parks & Recreation

City Assessor
City Clerk

ARTICLE 13 UNION DUES & INITIATION FEES

SECTION 1. DUES AUTHORIZATION

Each employee, who is or becomes a member of the Union, may sign an authorized dues deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract, or until such time as the employee gives written notice to the City and Union revoking the authorization, whichever comes first.

SECTION 2. HOLD HARMLESS

The Union will protect, save harmless and indemnify the City from all claims, demands, suits and other forms of liability by reason of action taken by the City for the purpose of complying with this Article of the Agreement, including attorney fees.

SECTION 3. REMITTANCE

Deductions for any calendar month shall be remitted to the TPOAM and sent to: 27056 Joy Road, Redford, Michigan 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

SECTION 4. CORRECTION OF ERROR

The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

SECTION 5. CHANGE IN DEDUCTIONS

If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement. Reasonable notice must be provided to the City.

SECTION 6. MONTHLY DEDUCTION

The City shall deduct the Union membership dues from the first two (2) pay periods each month of the employees who have requested that such deductions be made.

ARTICLE 14 VACATIONS

SECTION 1.

A new employee on his/her first anniversary date will be entitled to his/her first year vacation allowance of ten (10) working days. All employees beginning their second (2) year through fifth (5) year of continuous employment prior to March 1st of any given year shall be entitled to ten (10) working days of paid vacation at their regular hourly or weekly rate of pay. All employees beginning their sixth (6) year through tenth (10) year of continuous employment prior to March 1st of any given year shall be entitled to fifteen (15) working days paid vacation at their regular hourly or weekly rate of pay.

SECTION 2.

All employees beginning their eleventh (11) year of continuous employment prior to March 1st of any given year shall be granted one and one-half (1-1/2) additional vacation days for each year of service over ten (10) years for a maximum of thirty (30) days vacation.

SECTION 3.

Employees shall be permitted to choose either a split or entire vacation. A vacation week must coincide with the regular work week as stated in Article 25. All requests must be complete work weeks except the employee may retain no more than ten (10) days' vacation that may be split or used individually with approval of the Department Head.

Exceptions to this scheduling may be made with the prior approval of the Department Head in those areas with a seven day operation.

SECTION 4.

Employees may rollover up to one-half of the amount of vacation with which they were credited the prior year. A maximum accrual of one and one-half (1 ½) year's vacation allotment shall apply at all times.

SECTION 5.

All vacation schedules shall be prepared by February 1 and scheduling must be completed by March 1. Selection of vacation periods shall be on a departmental seniority basis.

SECTION 6.

All vacation schedules must be approved by Department Heads and changes cannot be made without their prior approval.

SECTION 7.

In the case of the death of the employee, all unused earned vacation shall be paid to the surviving spouse or the estate.

SECTION 8.

Subject to the other provisions of this Article, an employee may roll all unused, earned vacation time into their Final Average Compensation (FAC) for purposes of calculating pension benefit. Vacation is calculated and prorated at time of separation. The maximum vacation payout of vacation at separation is one and one-half (1 ½) year's accrual.

**ARTICLE 15
SICK LEAVE BENEFITS & REGULATIONS**

SECTION 1. USE OF SICK TIME

Effective with the payroll cycle following ratification of the 2015 – 2018 contract, sick leave shall accrue at the rate of twelve (12) sick days per year. Such time will continue to be credited as earned each payroll cycle. Sick leave shall only be utilized for illness or injury for the employee and members of their immediate family. Immediate family is defined as spouse, children and parents of the employee. Usage of family sick leave is treated the same as personal sick leave and is subject to the same doctor's certification requirements. All unexcused usage of sick time counts towards the calculation of bonus personal days, consistent with the provisions of Article 19, Personal Days. All excused usage of sick time, including approved time off under the Family and Medical Leave Act, will not count towards the calculation of bonus personal days.

No more than five (5) sick days within a twelve month period may be charged for illness or injury to qualifying family members. Requests for additional family sick leave may be granted at the sole discretion of the City Administrator or designee.

All employees who use five (5) or more sick days without presenting a doctor's certificate shall present a doctor's certificate to their Department Head on their return to work at the request of the Department Head. If the employee presents a doctor's certificate for any of those five (5) days, the days that are so certified will not be counted in the computation for the mandatory doctor's certificate.

SECTION 2.

Employees shall carry forward on March 1 of each year all unused credits with unlimited accumulation. Upon departure from City employment after completion of at least five (5) years of service, employees shall receive compensation in the sum equivalent to one-half (1/2) of their accumulated sick leave credits up to 150 days at their prevailing hourly rate. Surrender value is not to exceed a maximum of 50 percent of 150 days.

Effective March 1, 1998, any employee whose accumulated sick bank exceeds 1,800 hours shall have the option of receiving or deferring a premium payment for the total agreed in Section 2 or Section 3 of this Article, as applicable. If the employee chooses this premium payment, the premium payment will be limited to a lifetime total of one-half (1/2) of one-hundred fifty (150) days (600 hours based on an 8 hour day, or 562.5 hours based on a 7.5 hour day). The employee will be required to exercise their selection by March 15th of the year in which the 1,800 hour sick bank minimum is reached. Premium payments will be made after July 1 each year. The premium payments will be made in increments of one-half (1/2) of thirty (30) days annually, on or before August 15. The remaining days will be carried forward as per Section 1 of the Article, without monetary compensation at retirement, except for those employees subject to Section 2 above. This sick leave premium payment will not be included as annual compensation for purposes of pension, nor is it to be included in the computation of the base hourly rate.

SECTION 3.

In case of an employee's death, sick leave benefits shall be paid to the employee's heirs at 75% of accumulated sick time in accordance with Sections 2 and 3.

SECTION 4. ABUSE OF SICK TIME

The Union recognizes the importance and necessity of attendance to the City. If the City has reason to believe that sick leave is being abused or misused, it shall be investigated by the appropriate City representative. The results of such investigation shall be reported to the City Administrator. If the employee presents obstacles to the investigation, he/she shall not be paid for the sick day or days.

If the City Administrator finds that an employee is abusing or misusing sick leave, such an employee shall be subject to the disciplinary procedures.

ARTICLE 16 HOLIDAYS

SECTION 1.

All employees shall be paid for the following holidays:

New Year's Day	Thanksgiving Day
President's Day (formerly Washington's Birthday)	The day following Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4 th	Christmas Day
Labor Day	New Year's Eve Day
Veteran's "Armistice" Day	Two (2) Floating Holidays

In the event an employee is either scheduled to work or works overtime on a holiday, the legal holiday shall prevail for purposes of determining when holiday pay shall apply.

Floating holidays will be by his/her choice; the employee must notify management forty-eight (48) hours in advance and receive approval from the Department Head. New employees will not be credited with floating holidays until they have completed their probationary period.

SECTION 2. EMPLOYEES ON A MONDAY THROUGH FRIDAY WORK SCHEDULE (OTHER THAN WASTE WATER TREATMENT PLANT)

- A. When a holiday (other than a floating holiday) falls on a Saturday, an employee shall have Friday recognized as the holiday. When the Saturday holiday is worked, overtime provisions shall also apply.
- B. When a holiday (other than a floating holiday) falls on a Sunday, an employee shall have Monday recognized as the holiday.
- C. When two holidays (other than floating holidays) fall consecutively, the following days shall be recognized as the holidays:

<u>Consecutive Holidays fall on...</u>	<u>Holidays recognized on...</u>
Friday/Saturday	Thursday/Friday
Saturday/Sunday	Friday/Monday
Sunday/Monday	Monday/Tuesday

- D. Double time shall be paid for hours worked by an employee on a holiday (other than floating holidays).

SECTION 3. EMPLOYEES ON A WORK SCHEDULE OTHER THAN MONDAY THROUGH FRIDAY

- A. If any shift is to be operated with fewer than the number of regularly scheduled employees, the option to work or not may be determined according to agreed upon departmental work policies.
- B. An employee refusing to work his/her regularly scheduled shift on a holiday shall lose holiday pay; an employee reporting sick shall receive only holiday pay and shall neither be charged nor paid sick leave hours.
- C. Employees whose scheduled work week includes a holiday, other than a floating holiday, will be paid time and one-half for the first eight (8) hours worked on an eight hour schedule, or for the first ten (10) hours worked on a ten hour schedule, or the first sixteen (16) hours worked on a sixteen hour schedule.
- D. When a holiday falls on an employee's scheduled day off, he/she shall receive eight (8) hours' holiday pay at his/her regular hourly rate.

**ARTICLE 17
LONGEVITY PAY**

Any employee with five (5) years of continuous employment with the City shall receive Five Hundred Dollars (\$500.00) and an additional Fifty Dollars (\$50.00) for each year of service thereafter without limitation. Longevity will be payable on the payroll cycle following the employee's anniversary date.

Longevity is subject to proration at the time of separation of employment. Longevity is also subject to proration during the course of employment for any time an employee was off work without pay for any reason during the prior year of service. In the event an employee was off work without pay for any reason during a year of service (anniversary date to anniversary date), the proration shall be determined by subtracting the number of days the employee was off without pay, and prorating the amount of that year's longevity payment accordingly.

Longevity pay is eliminated as a benefit and no longer payable for any employee hired after July 1, 2012.

ARTICLE 18 INSURANCE BENEFITS

SECTION 1. HEALTH INSURANCE

- A. Employees will be provided with benefits equivalent to Community Blue PPO, Option 3, with a \$20 office/chiropractic co-pay, or an equivalent plan provided through another carrier (See Summary of Benefits attached at end of the contract).

The City will maintain the offering of the Family Continuation Rider subject to other provisions within this Article.

PRESCRIPTION DRUGS

The prescription drug co-pay per prescription shall be \$10 generic, \$30 brand name. A mail order program shall provide up to a 90 day supply of a maintenance drug at the cost of two (2) co-pays (\$20.00 generic, \$60.00 brand name). Mandatory generic and specialty drug programs shall also be implemented.

Effective January 1, 2016, the prescription drug co-pay per prescription shall be \$10 generic, \$30 preferred brand name, \$50 for non-formulary and specialty drugs. A mail order program shall provide up to a 90 day supply of a maintenance drug at the cost of two (2) co-pays (\$20.00 generic, \$60.00 brand name, \$100.00 non-formulary and specialty drugs).

PREMIUM SHARING

Employees shall pay 20% of the illustrative rates for medical and prescription drug insurance coverage.

The City shall provide Flexible Spending and Premium Only Plans.

OPEN ENROLLMENT

The City will issue a notice at the time of the re-opening period each year. At the request of the Union, the City will provide information on the policy options and changes that may apply to the employees.

- B. OPT-OUT PROVISION

Employees who are eligible to be covered by health insurance through their spouse's employer, or elsewhere, may elect to drop the City's coverage and receive a deferred cash benefit of \$250.00 per month, payable on a bi-weekly basis. Proof of alternate coverage must be provided before an employee may opt-out of coverage provided by the City. If such an election is made and the employee's eligibility for the alternative coverage ceases for any qualifying reason, the employee and their eligible dependents may immediately re-enroll into the City's health insurance plan then available. This program is referred to as the City of Trenton Premium Conversation Plan. Amounts received by participants in this plan are not included as compensation for pension purposes.

SECTION 2. DENTAL INSURANCE

- A. The City will provide and pay the cost of a full family dental insurance program as set forth in the insurance policy covering all maintenance procedures to eighty percent (80%) of reasonable and customary fees.
- B. Benefits will be provided at fifty percent (50%) for restorative work subject to a Fifty-Dollar (\$50.00) calendar year deductible per individual with a maximum of One Hundred Fifty Dollars (\$150.00) per family. The City will provide benefits for orthodontia, subject to a Fifty Dollar (\$50.00) deductible and a lifetime cap on benefits of One Thousand Dollars (\$1,000.00).

SECTION 3. OPTICAL INSURANCE

The City will provide the cost of the full family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.

SECTION 4. LIFE INSURANCE

The City will provide and pay the full cost of a Group Life Insurance Policy plus Accidental Death and Dismemberment at one times the employee's annual base wage in accordance with Article 29, Wages. The employee may elect supplemental life insurance coverage through the City's group insurance carrier at the employee's expense. This election will be available subject to the provisions of the insurance company.

SECTION 5. RETIREE INSURANCE BENEFITS

A. HEALTH INSURANCE.

Effective for all employees retiring after February 17, 2009, retiree health insurance and prescription drug benefits shall mirror those provided to active employees. Plans offered and benefit levels, co-pays, deductibles and premium sharing shall be subject to modification through collective bargaining.

Retiree insurance benefits may include spouse at the time of retirement (benefits will cease for the spouse in the event of a divorce). Benefits will continue for a widow/er until such time as she/he remarries or otherwise becomes eligible for equivalent health insurance. No retiree may add a spouse and/or dependent child after their date of retirement.

Eligible retirees are responsible for, and required to pay the full cost of, any coverage through Medicare for which they are eligible.

Effective for all eligible retirees who retire after February 17, 2009, any Medicare premium amount a Retiree and eligible spouse (if applicable) are responsible for paying shall be offset against the total cost sharing amount owed to the City by the retiree and eligible spouse.

In the event a retiree and/or spouse reaches the age of eligibility for Medicare and the insurance coverage offered does not interface with Medicare, the retiree and/or spouse may be switched back to traditional BC/BS coverage or another carrier at an equivalent benefit level.

Effective for employees hired after August 19, 1996, the City will pay the cost of the employee's retirement health insurance as specified in the above paragraph, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of eighty (80) years, of which a minimum of fifteen (15) years is service with the City of Trenton, the City's obligation to provide for health insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will continue upon the death of the retiree for the spouse, until death or remarriage. The City's obligation for the cost of this benefit will be suspended if the

retiree is eligible for equivalent health insurance benefits from other employment after retirement from the City. The suspended coverage will be reinstated upon notification by the retiree that coverage from other employment is no longer available. The City's obligation for the cost of this benefit will be suspended if the retiree's spouse is eligible for equivalent health insurance benefits from other employment or through the retiree's other employment after retirement from the City. The suspended coverage will be reinstated upon notification that coverage from other employment is no longer available. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

Effective for all employees hired after July 1, 2012, employees shall no longer be entitled to retiree health care at any cost to the City. Retiree Health Savings Accounts (RHSA's) shall be established for all new hires after July 1, 2012, and will be funded with a mandatory employee contribution of 2.0% of base wage, to be matched with a City contribution of 2.0% of base wage. RHSA contributions, roll-overs and disbursements must comply with applicable IRS standards.

B. DENTAL & OPTICAL INSURANCE.

The City will provide retirees who retire after ratification of this contract with dental and optical benefits as above until the retiree reaches age 65.

Effective July 1, 2002, all employees retiring after this date will be provided with dental (minus orthodontia) and optical benefits as detailed in Sections 2 and 3 of this Article until the retiree reaches the age of 65. The insurance will cover the retired employee, their spouse at the time of retirement (benefits will cease for the spouse in the event of a divorce), and dependent children until they reach the age of 19. Benefits will continue for a widow/er until such time as she/he remarries, reaches the age of 65, or otherwise becomes eligible for dental and/or optical insurance. No retiree may add a spouse and/or dependent child after their date of retirement.

Effective for employees hired after August 19, 1996, the City will pay the cost of the employee's retirement dental and optical insurance. Such coverage will be provided until the retiree reaches the age of 65, and will cover the employee, their spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon dental and optical insurance program eligibility, as follows:

If at the time of retirement the employee's age when added to service years solely with the City of Trenton is equal to a total of eighty (80) years, of which a minimum of fifteen (15) years is service with the City of Trenton, the City's obligation to provide for dental and/or optical insurance will continue for the employee and/or spouse. The City's portion of the cost of this benefit will be terminated at the first of the month following the employee's 65th birthday, regardless of the age of the spouse. The City's obligation for the cost of this benefit will be suspended if the retiree is eligible for equivalent dental and/or optical insurance benefits from other employment after retirement from the City. The suspended coverage will be reinstated upon notification by the retiree that coverage from other employment is no longer available. The City's obligation for the cost of this benefit will be suspended if the retiree's spouse is eligible for equivalent dental and/or optical insurance benefits from other employment or through the retiree's other employment after retirement from the City. The suspended coverage will be reinstated upon notification that coverage from other employment is no longer available. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

C. LIFE INSURANCE.

Effective for all eligible retirees who retire after February 17, 2009, retiree life insurance shall be increased to \$10,000.

SECTION 6.

The effective date of all new insurance and policy changes shall be the next eligible enrollment date after the ratification of this contract by the Union and the City unless otherwise specified.

SECTION 7. FUNERAL BENEFITS

Funeral expenses to the extent of Seven Thousand Five Hundred Dollars (\$7,500.00) will be paid by the City of Trenton for any employee killed while on the job or in the line of duty, or as a direct result of an injury or illness received on the job or in the line of duty.

SECTION 8.

The City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same health, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for the respective insurance coverage elsewhere.

SECTION 9. HEALTH CARE COST CONTAINMENT

- A. The City and Union recognize the mutual benefit to be achieved from health care cost containment.
- B. It is mutually agreed that discussions concerning health care cost containment and issues involving employee health will continue outside of the contract negotiation setting.
- C. Any issue that will impact previously negotiated contract provisions will be subject to mutual agreement and ratification by both parties.
- D. A committee will be established consisting of two Union members and two Management members.
- E. In the case of employee assistance programs, any programs instituted will be voluntary and employee confidentiality will be maintained.

SECTION 10.

In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), the City will give notice to the Union for the purpose of reviewing and discussing options. If the parties are able to reach agreement on an option that avoids the Cadillac Tax, that option shall be implemented. If agreement between the parties is not reached, the City shall implement the most comparable standard plan that does not result in a cost increase to the City to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.

**ARTICLE 19
PERSONAL DAYS**

SECTION 1. BONUS PERSONAL DAYS CONNECTED TO SICK LEAVE

All employees not using more than three (3) unexcused sick days per year (including sick leave for family), shall receive three (3) Personal Business Days on the following July 1. Employees at the WWTP working an alternative work schedule including sixteen (16) hour days that use no more than twenty-four (24) hours of unexcused sick leave per year (including sick leave for family), or not more than thirty-two (32) hours provided one of the sick days was a 16 hour shift, shall receive twenty-four (24) hours of bonus personal leave time on the following July 1. All illness and/or injury verified by a doctor's certificate, including approved time off under the Family and Medical Leave Act, shall be excluded from the computation towards bonus personal days.

SECTION 2. PERSONAL DAYS NOT CONNECTED TO SICK LEAVE

All employees covered under this contract will receive three (3) Personal Days not connected to sick days.

SECTION 3.

Personal Days are subject to approval of the department head or designee. Personal Days must be used within the July 1 to June 30 period in which they are credited. Personal Days are prorated at date of hire and separation.

**ARTICLE 20
UNIFORM ALLOWANCE**

SECTION 1.

The City shall provide one clean uniform per workday for each full time employee, excluding clerical. Employees issued uniforms are required to wear the complete uniform as issued. Failure to wear issued uniforms may result in progressive disciplinary action, consistent with departmental work policies. The City is willing to discuss problems arising regarding uniforms.

SECTION 2. WEATHER GEAR

Weather gear that the department head, subject to the approval of the City Administration, deems appropriate will be provided by the City to the employee when warranted for use on the job. Disagreements involving weather gear will be discussed with the City Administration, and the final determination to provide and the type to be provided shall be vested exclusively with the City Administration. The weather gear provided will be in good condition, and when not in use be kept by the employee in his/her locker, unless permission is received from the Department Head to allow the employee to take the weather gear home.

Replacement of provided weather gear will require the employee to submit a request for replacement to the Supervisor or Department Head along with the item in need of replacement. If replacement is deemed necessary, the item will be appropriately replaced.

A new employee will not be issued weather gear until after the completion of the probationary period unless deemed necessary by the Department Head.

Weather gear that is lost, through negligence or deliberately damaged will require replacement by the employee. The cost of such replacement will be deducted from the employee's next payroll check. All weather gear issued to an employee must be returned, in good condition, upon termination of employment for any reason. The cost of items not returned in good condition will be deducted from the final payroll check.

The Department Head will, at least once each year, require an inspection of weather gear.

**ARTICLE 21
PENSION BENEFITS**

SECTION 1.

All employees shall be covered by Michigan Municipal Employees Retirement System (MMERS). The City agrees during this contract to perpetuate its participation in C-1 plan as offered by the MMERS, subject to the following changes;

SECTION 2.

Effective July 1, 1985, the City agrees to perpetuate its participation in the plans E-2, B-1, C-2 and retirement at age fifty-five (55) with fifteen (15) years service (F-55) without reductions of benefits as offered by MMERS, subject to the following changes;

SECTION 3.

Effective January 1, 1989, the City agrees to the retirement benefit at age fifty (50) with twenty-five (25) years service without reduction of benefits as offered by MMERS (Rider F-50).

SECTION 4.

The City agrees to retirement Benefit Program FAC-3: Final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3.

SECTION 5.

The City agrees to retirement Benefit Program B-3: 2.25% of member's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the member's final average compensation.

SECTION 6.

Effective July 1, 1996, all new employees hired on or after this date will not be eligible for any of the above provisions. Employees hired after July 1, 1996, will be required to enter a defined contribution retirement system. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee will be required to contribute a mandatory six percent (6%) of the employee's base wage, excluding overtime or any other special payments. The City will contribute an amount equal to the employee's contribution of six percent (6%) of the employee's base wage, excluding overtime or any other special payments.

In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

The portion of the contributions made by the City will not transfer to the employee's account until the employee has successfully completed the probation period with the City of Trenton, at which time the employee will be vested in the City's contributions.

If the existing MERS pension program is changed to allow inclusion of employees in a defined contribution program, or to permit covered employees a one time irrevocable option to join a defined contribution program, each employee will have the right to convert from the existing defined contribution program.

**ARTICLE 22
SENIORITY**

SECTION 1. PROBATIONARY EMPLOYEES

New employees hired in the unit working toward a regular or permanent classification shall be considered probationary employees for the first (6) months of employment. In the event of a duty related injury, the probationary period will be extended to reflect a full six (6) months of service. When an employee finishes the probationary period, he/she shall be entered on the seniority list for seniority from the date of employment. There shall be no seniority among probationary employees. The employer may dismiss or

terminate a probationary employee without recourse to the grievance procedure or other disciplinary review procedures provided in this Agreement. Before a probationary employee is terminated or has their probationary period extended, the City shall meet with the employee to discuss the reasons surrounding their termination or extension of probationary period. A Union representative will be allowed to attend said meeting if so requested by the employee.

SECTION 2.

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

SECTION 3. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.

SECTION 4. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, and Chief Steward of the Local Union shall, in the event of a layoff continue to work at all times when one or more department or fractions thereof are at work, provided they can perform any of the work available.

SECTION 5. POSITION ABOLISHED

An employee whose position is abolished shall be entitled to the classification for which his/her seniority and ability warrants. Before any position is abolished, the City will advise the Union Committee of its intent to do this and the reasons therefor.

SECTION 6. LAYOFFS & RECALLS

In case of layoffs, seniority shall be on a departmental seniority basis as listed here:

Department of Public Service
Wastewater Treatment Plant
Motor Vehicle Pool
Clerical

Employees laid off shall be entitled to work in another classification in which their union seniority and ability warrant. The employee shall have up to a thirty (30) working day time period in which to qualify. Employees who have not qualified at the end of the thirty (30) working day trial period will be placed on the recall list in the position their union seniority warrants.

Before any lay-offs occur within a department part-time, seasonal and/or temporary employees in that department will be laid off.

The recall of laid-off employees shall be by union seniority, ability and physical capability. When a recall occurs, the City shall notify the employee at the top of the recall list by certified mail of the position to be recalled. Employees shall have five (5) days in which to notify the City of their decision. Employees who turn down a recalled position shall maintain their place on the recall list. The burden shall be on the employee as to notification where they can be reached for recall.

Recalled employees shall have up to a thirty (30) working day time period in which to qualify. Employees who do not qualify at the end of the trial period shall return to the recall list in the position their union seniority warrants.

SECTION 7.

An updated seniority list shall be furnished to the Union by the City after the completion of each employee transfer from one department to another department (generally six weeks after the last transfer). A new seniority list will be furnished to the Union by the City once each year in the month of July. Any employee with the same seniority date shall be considered in the order they reported for their first (1st) day of work for any situation bringing about the need for determination by seniority.

SECTION 8. LOSS OF SENIORITY

An employee shall lose his/her seniority standing upon voluntary resignation or disciplinary separation from employment with the City.

SECTION 9. MILITARY SERVICE

The length of an employee's service with the Armed Forces in the United States during a national emergency or enforced military training shall be included in the computation of his/her length of service with the City to determine his/her 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 his/her seniority status, but upon termination of such service, he/she shall be re-employed by the City to the position he/she held when he/she left, or to any higher position he/she could have attained had he/she been working; provided he/she has been honorably discharged from service and reports for work within ninety (90) days after discharge. When an employee is required to report for any reserve training, the City shall make up any difference in base pay for a period of fifteen (15) working days in any calendar year.

**ARTICLE 23
VACANCIES & BIDDING PROCEDURES**

SECTION 1. POSTING VACANCIES

A department head shall have five (5) working days (excluding Saturdays, Sundays, and Holidays) after a position has been vacated in which to post a notice of the open position which becomes vacant or to notify the Union that the position is to be abolished. An employee who is on vacation, sick leave, restricted duty or off work for any other permissible reason shall have a period of three (3) working days (excluding Saturdays, Sundays, and Holidays) after his/her return to work in which to exercise his/her bidding rights on a position which was posted during his/her absence. In no case shall such bidding rights be extended more than one (1) year following the date of posting. The job shall first be posted in the department in which the vacancy exists. If not filled by a competent qualified member of that department, it shall be posted to the City employees covered by this Agreement.

SECTION 2. BIDDING

Bidding is defined as the procedure by which an employee may request a change to a posted vacancy in a different classification within a department or from one department to another (See Article 29, Wages).

The following departments are established for bidding purposes only:

- Motor Vehicle Pool
- Wastewater Treatment Plant
- Department of Public Service
- Clerical
 - Clerical Sub-Departments
 - A. Controller / Treasurer
 - B. Engineering & Building
 - C. Parks & Recreation
 - D. City Assessor
 - E. City Clerk

SECTION 3. TRIAL PERIOD

An employee who applies for a vacant position shall have a thirty (30) calendar day trial period. Any employee who, prior to the completion of the thirty (30) calendar day trial period, decides to return to his/her former classification shall do so with no loss of department seniority. Upon completion of the thirty (30) calendar day trial period, he/she shall acquire equity in the new position.

SECTION 4. QUALIFYING

Whether or not an employee is qualified for a job will be decided by the department head and the Union Committee. If agreement is not reached, the City will obtain a knowledgeable independent third party to decide and the third party's decision will be final.

SECTION 5.

Employees bidding into the Wastewater Treatment Plant or the Motor Vehicle Pool are precluded from bidding out of those respective departments for a period of eighteen (18) months from the bid award date. A new hire will be precluded from bidding out of those respective departments for a period of eighteen (18) months after completion of the probationary period.

ARTICLE 24
GENERAL

SECTION 1. BULLETIN BOARDS

The City will furnish in each department a Union bulletin board to be used by the employees and Department Heads to post Union notices and information pertaining to their department. These bulletin boards or anything posted thereon will not be disturbed by an official of the City Government, with the President of the Union responsible for the content thereof. The Union Board for all clerical employees will be located in the Employees' Lounge at City Hall.

SECTION 2. TRAINING

Any employee required by the City to attend school shall be compensated for all expenses incurred such as parking fees, meals, mileage, tuition, books, etc. The City will take reasonable measures to post notification on Union bulletin boards for classes, schools, and seminars that relate to licensing, on-the-job training, and operations.

SECTION 3. WORK ASSIGNMENT

An employee may be assigned work other than his regular classified work as long as said employee is not replaced on his job by an employee or employees for more than four (4) hours.

SECTION 4.

Employees will comply with notices posted by Supervision on the Department Operations Bulletin Board which pertain to operations and regulations.

SECTION 5. LOST TIME

An employee reporting for work who is sent home through no fault of his/her own shall be paid for four (4) hours work at his/her regular hourly rate, but must remain available for work for a four (4) hour period. Employees who lose time through no fault of their own during any one week shall be allowed to make up such time on their first scheduled day off.

SECTION 6. TIME CLOCK

Employees failing to punch in or out on the time clock can be docked fifteen (15) minutes after having received one (1) warning.

SECTION 7. WORK POLICIES

Departmental work policies must follow the provisions of the contract between the City of Trenton and TPOAM. Modifications that are mutually acceptable to the parties may be agreed upon and implemented at any time.

In the event the parties are unable to reach agreement on mutually acceptable modifications to departmental work policies and/or overtime procedures, the City shall have the ability to exercise its Management Rights by making reasonable modifications. The Union shall have the right to request reconsideration or modification of any proposed changes if it believes such action is not reasonable or proper.

SECTION 8. TESTING

The City shall allow employees time off with pay, including afternoons and midnights, in order to take tests for licenses, excluding renewals. Documentation of the results and attendance must be furnished to the respective Department Head.

SECTION 9. SHOES

The City shall reimburse those employees required to wear ANSI Z41 approved safety shoes or boots one-hundred dollars (\$100.00) per budget year.

SECTION 10. HEALTH SCREENING

The City shall provide health screening as may be required by state or federal regulation.

SECTION 11. TOOLS FOR MOTOR VEHICLE POOL EMPLOYEES

The City shall furnish and/or replace all special tools required by the mechanics to repair City equipment. The mechanics shall be required to file a report of damage and/or loss of all special tools with department supervision.

SECTION 12. SPECIAL CONFERENCE

A special conference for important matters may be arranged between the Local President and the City Administrator or their designated representatives upon the request of either party. Said conference shall be between the employer and representatives of the Union. Arrangements for said special conference shall be made in advance and a written agenda of the matters to be discussed at the meetings shall be presented at the time the conference is requested. Minutes of the meeting shall be recorded and exchanged between the parties. A representative of TPOAM may attend this meeting.

SECTION 13. LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee established which shall meet on a quarterly basis, or more frequently if necessary and agreed to by both parties. The composition and representation of the committee shall be agreed to by both parties. Arrangements for said meeting shall be by mutual agreement and a written agenda of issues to be discussed shall be submitted in advance. The intent of these meetings is to proactively discuss concerns affected by either party, create a positive harmonious relationship between the parties, and to strengthen the quality of work life.

SECTION 14. CONTRACTING & SUBCONTRACTING OF WORK

Decisions regarding contracting work out of the bargaining unit is within the sole discretion of the City. However, the City will not subcontract work exclusively performed by the bargaining unit employees if, in its sole judgment, it has the available manpower, proper equipment, capacity and ability to perform such work and can perform it in a timely, efficient, and economical basis.

The City agrees to inform the Union prior to entering into any new subcontracts involving work currently performed by members of the Union. The Union shall be given an opportunity to suggest alternatives prior to the implementation of the subcontracting.

In the event the City was unable to provide prior notification to the Union (e.g., an emergency, special or short-term project), the City shall, upon request of the Union, advise the Union of the reason for the subcontracting.

SECTION 15. LOCAL FINANCIAL STABILITY & CHOICE ACT

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately sunset if that Act is ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 25 HOURS

SECTION 1. WORK WEEK

The established work week for all Union employees shall start at 12:01 A.M. each Monday and end at midnight the following Sunday. Starting time shall be the beginning of each scheduled shift.

SECTION 2. WORK SCHEDULES

- A. The regular work schedule shall consist of five (5) eight (8) hour days (forty (40) hours per week) with a maximum of eight (8) consecutive hours in any one day. The regular work schedule at the WWTP shall also provide for alternative shifts consisting of a maximum of sixteen (16) consecutive hours at straight time. Clerical worker schedule shall consist of five (5) seven and one-half (7½) hour days per week or thirty-seven and one-half (37½) hours per week.
- B. Normal starting time shall be 7:00 a.m.
- C. Work schedules are management responsibilities. Shift assignments shall be determined between Management and Union.
- D. Wastewater Treatment Plant.
Work schedules will be posted January 1 and awarded no later than February 1 of each year. The work schedules will be awarded based upon departmental seniority and become effective March 1 of each year.

SECTION 3. SUNDAYS

All employees whose scheduled work week includes a Sunday will be paid time and one-quarter for the first eight (8) hours worked on an eight hour schedule, or up to sixteen (16) hours worked on an alternative schedule at the WWTP.

SECTION 4. SHIFT CHANGES

Employees shall be paid at time and one-half their regular hourly rate on the first day of a scheduled shift change or a scheduled work-week change initiated by the City; employees shall receive no additional compensation if the change in shift or in a scheduled work week results from bidding or from an employee's request.

ARTICLE 26 OVERTIME

SECTION 1.

Unless addressed elsewhere in this Agreement under provisions for overtime hours, rates, procedures, definitions and entitlements relating to specific situations, the following shall apply:

- A. Employees refusing to work overtime hours will be charged on the board with such refused overtime hours except when not available or when excused from work based upon department work policies or this Agreement.
- B. The overtime list will incorporate actual overtime worked plus refused overtime hours in the same manner as if the employee had worked the refused overtime hours.
- C. Overtime hours including holiday overtime are to be charged on the board as actual hours paid over the employee's regularly scheduled work week.
- D. Time and one-half shall be paid for actual time worked in excess of the regularly scheduled work day or in excess of a regularly scheduled work week.

- E. An employee shall be paid double time for Sunday hours worked when Sundays are not included in his/her regularly scheduled work week. When an employee is scheduled to work on Sunday as part of his/her regular work week, his/her double-time day shall be his/her last scheduled off day that week. Employees must have qualified for payment for a regularly scheduled work week to be eligible for overtime compensation.
- F. An employee's eligibility for overtime shall be based upon the work policies of his/her department.
- G. Overtime worked beyond an employee's regular shift shall be treated as an extension of that shift and the hourly rate shall be based upon that shift rate.
- H. An employee called in to work after his/her regularly scheduled work period shall be compensated for four (4) hours or for actual hours worked, whichever is greater.

**ARTICLE 27
PREMIUM PAYMENTS**

SECTION 1. SHIFT PREMIUM

Those employees who are scheduled to work a split shift shall be paid the shift premium applicable to the actual hours worked on each shift. Split shift, in this Contract, shall mean working in two different premium periods. The afternoon shift will begin with those shifts starting after 3:00 p.m. The midnight shift premium will begin with those shifts starting after 11:00 p.m.

<u>Afternoon shift</u>	<u>Midnight shift</u>
\$0.40/hour	\$0.50/hour

SECTION 2. LICENSE PREMIUMS

- A. Any classified operational hourly employee in the Wastewater Treatment Plant who holds in good standing a certificate issued by the State of Michigan for the operation of sewage treatment works will be compensated in addition to his/her rate of pay and shift premium the following amount:

<u>LICENSE</u>	<u>PREMIUM PER COMPENSATED HOUR</u>
Classification D	\$ 0.30
Classification C	0.40
Classification B	0.50

- B. Employees classified as a mechanic in the Motor Vehicle Pool are required to hold and maintain at least one of the following licenses or certifications:
 1. General Automobile Mechanic, National Institute for Automotive Service Excellence
 2. General Heavy-Duty Truck Mechanic, National Institute for Automotive Service Excellence
 3. Master Automobile Mechanic, State of Michigan
 4. Master Heavy-Duty Truck Mechanic, State of Michigan

In recognition of the requirement to hold and maintain at least one of the above licenses or certifications, the base rate of pay for a mechanic will be \$0.50 per hour above the base rate of pay for the comparable maintenance rank. If a mechanic holds and maintains a dual certification or license (i.e., endorsements for both automobile and heavy-duty truck), they shall receive a license premium of \$0.50 per compensated hour in addition to their rate of pay as a mechanic.

Any employee classified as a mechanic is required to hold and maintain at least one of the above licenses or certifications in order to continue to be compensated as a mechanic. Any mechanic employed on July 1, 2000, who does not possess at least one of the above licenses or certifications may continue to be employed in the Motor Pool. Any such employee will continue to be classified as a Senior Mechanic, but will receive no classification premium.

Effective July 1, 1999, any employee who becomes a mechanic after this date is required to maintain at least one of the above licenses or certifications as a condition of continued employment. If a mechanic who becomes employed after July 1, 1999, loses their license or certification due to expiration or any other reason, they may be terminated from employment upon exhaustion of six (6) months without such licensure or certification.

SECTION 3.

Employees in the Department of Public Service, Parks and Facilities, or Wastewater Treatment Plant who have water distribution licenses, commercial pesticide applicator certificates or licenses, or work as a "Laboratory Analyst" will be compensated in addition to their rate of pay and shift premium for hours worked in the performance of duties requiring said certificates, license or specialized training a premium payment of \$0.50 per hour.

SECTION 4. CITY LIVING BONUS

Employees who reside within the Trenton City Limits on the date of ratification shall be eligible to receive a Trenton City Living Bonus in the amount of \$500.00, with such payment to be made no later than fifteen (15) days following ratification of both parties.

Employees who have resided within the Trenton City Limits for the prior twelve (12) months, shall be eligible for a one-time payment of \$500.00, payable no later than September 30, 2016, and September 30, 2017.

This bonus shall sunset on June 30, 2018, unless mutually extended by the City and Union.

ARTICLE 28 CLASSIFICATIONS

SECTION 1.

A maintenance crew may vary in size depending on type of the maintenance job to be performed. The number of maintenance crews may vary, being dependent upon the number of specific jobs to be performed. Supervision has the responsibility for both the number and the size of the crews. The Joint Safety Committee may review and submit to the Department Head their suggested size of crews.

SECTION 2.

The apprenticeship shall be for a maximum of twelve (12) months except mechanic apprenticeship which shall be until he/she receives and maintains 70% or more toward a General or Master Mechanics Certification (see Article 27). Employees except mechanic apprentices completing their apprenticeship of twelve (12) months will be upgraded to the Junior level in their classification if qualified. It can be lengthened if the employee is off for extended period due to illness, injury or leave of absence. It can be shortened if, by reason of previous experience, the employee shows proficiency on the job. Department Heads, with approval of Administration, will make this determination. Insofar as possible, every effort will be made to provide the apprentice with experience on various jobs and/or equipment.

SECTION 3.

The City retains the right to designate the number of, and set forth qualifications for, work classifications.

SECTION 4.

Specific classifications for hourly employees will be as set forth in Article 29, Wages.

SECTION 5.

All employees in the following classifications shall act in leadership positions:

- Heavy Equipment Operator I, II, and III
- Senior DPS Maintenance
- Senior Mechanic (Motor Vehicle Pool)
- Senior WWTP Operator
- Laborer

They shall have the ability and responsibility to perform and lead in performing assigned and necessary tasks. It shall be their responsibility to carry out written and verbal work orders; to comply, and assure that their crew members comply, with all work, safety and health rules; and to fill out all required work reports. If any unusual circumstances arise in performing necessary and assigned tasks, they shall contact their immediate supervisor. These abilities and responsibilities pertain to all employees assigned to the above classifications, including those assigned on a temporary, move-up basis.

**ARTICLE 29
WAGES**

September 21, 2015	2.0% across the board increase
July 1, 2016	1.5% across the board increase
July 1, 2017	1.25% across the board increase

There shall be a new wage progression from the starting rate of pay for all classifications. The above referenced across the board wage increases shall apply to the maximum rate of each classification. The progression from start to maximum rates within each classification shall always be based upon a starting wage of \$4.50 per hour below maximum, with \$0.75 per hour annual wage progression until such time as the employee reaches the maximum rate of pay for the classification.

This new wage progression shall apply to all employees who have not yet completed their Apprenticeship. Employees who have completed their Apprenticeship as of September 21, 2015, shall be promoted to maximum pay for Junior Maintenance upon ratification. Employees who have not completed their Apprenticeship as of September 21, 2015, shall be compensated at the rate commensurate with their classification and years of full time service within the bargaining unit.

NOTES THAT APPLY TO ALL WAGE SCHEDULES:

1. The starting rate of pay for all classifications shall be \$4.50 per hour below maximum, with \$0.75 per hour annual wage progression until such time the employee reaches the maximum rate of pay for the classification.
2. The Start through 6 year rates are based upon years of full time service within the bargaining unit.
3. The classification of Maintenance includes Maintenance positions in Public Service, Water Services, and Operators at the Wastewater Treatment Plant.
4. Rates of pay for Mechanic will continue to be based upon contract language in Article 27, Section 2, License Premiums.

September 21, 2015: 2.0% Increase Applied to Maximum Wage Rates; New Wage Structure & Progression Implemented

	Clerical	Laborer / Apprentice Maintenance	Junior Maintenance / Heavy Equip 3	Heavy Equip 2	Senior Maintenance / Heavy Equip 1	Senior Mechanic	Electrician	Instrumentation / Electrician
Start	\$15,339 \$29,911.05	\$15,818 \$32,902.27	\$17,818 \$37,060.61	\$18,052 \$37,548.58	\$18,838 \$39,182.21	\$19,338 \$40,222.21	\$20,306 \$42,237.31	\$24,806 \$51,597.31
1 year	\$16,089 \$31,373.55	\$16,568 \$34,462.27	\$18,568 \$38,620.61	\$18,802 \$39,108.58	\$19,588 \$40,742.21	\$20,088 \$41,782.21	\$21,056 \$43,797.31	\$25,556 \$53,157.31
2 years	\$16,839 \$32,836.05	\$17,318 \$36,022.27	\$19,318 \$40,180.61	\$19,552 \$40,668.58	\$20,338 \$42,302.21	\$20,838 \$43,342.21	\$21,806 \$45,357.31	\$26,306 \$54,717.31
3 years	\$17,589 \$34,298.55	\$18,068 \$37,582.27	\$20,068 \$41,740.61	\$20,302 \$42,228.58	\$21,088 \$43,862.21	\$21,588 \$44,902.21	\$22,556 \$46,917.31	\$27,056 \$56,277.31
4 years	\$18,339 \$35,761.05	\$18,818 \$39,142.27	\$20,818 \$43,900.61	\$21,052 \$43,788.58	\$21,838 \$45,422.21	\$22,338 \$46,462.21	\$23,306 \$48,477.31	\$27,806 \$57,837.31
5 years	\$19,089 \$37,223.55	\$19,568 \$40,702.27	\$21,568 \$44,860.61	\$21,802 \$45,348.58	\$22,588 \$46,982.21	\$23,088 \$48,022.21	\$24,056 \$50,037.31	\$28,556 \$59,397.31
6 years	\$19,839 \$38,686.05	\$20,318 \$42,262.27	\$22,318 \$46,420.61	\$22,552 \$46,908.58	\$23,338 \$48,542.21	\$23,838 \$49,582.21	\$24,806 \$51,597.31	\$29,306 \$60,957.31

July 1, 2016: 1.50% Increase Applied to Maximum Wage Rates

	Clerical	Laborer / Apprentice Maintenance	Junior Maintenance / Heavy Equip 3	Heavy Equip 2	Senior Maintenance / Heavy Equip 1	Senior Mechanic	Electrician	Instrumentation / Electrician
Start	\$15,637 \$30,491.34	\$16,123 \$33,535.36	\$18,153 \$37,757.76	\$18,390 \$38,251.78	\$19,188 \$39,911.19	\$19,688 \$40,951.19	\$20,678 \$43,010.43	\$25,246 \$52,310.83
1 year	\$16,387 \$31,953.84	\$16,873 \$35,095.36	\$18,903 \$39,317.76	\$19,140 \$39,811.78	\$19,938 \$41,471.19	\$20,438 \$42,511.19	\$21,428 \$44,570.43	\$25,996 \$54,070.83
2 years	\$17,137 \$33,416.34	\$17,623 \$36,655.36	\$19,653 \$40,877.76	\$19,890 \$41,371.78	\$20,688 \$43,031.19	\$21,188 \$44,071.19	\$22,178 \$46,130.43	\$26,746 \$55,630.83
3 years	\$17,887 \$34,878.84	\$18,373 \$38,215.36	\$20,403 \$42,437.76	\$20,640 \$42,831.78	\$21,438 \$44,591.19	\$21,938 \$45,631.19	\$22,928 \$47,690.43	\$27,496 \$57,190.83
4 years	\$18,637 \$36,341.34	\$19,123 \$39,775.36	\$21,153 \$43,997.76	\$21,390 \$44,491.78	\$22,188 \$46,151.19	\$22,688 \$47,191.19	\$23,678 \$49,250.43	\$28,246 \$58,750.83
5 years	\$19,387 \$37,803.84	\$19,873 \$41,335.36	\$21,903 \$45,557.76	\$22,140 \$46,051.78	\$22,938 \$47,711.19	\$23,438 \$48,751.19	\$24,428 \$50,810.43	\$28,996 \$60,310.83
6 years	\$20,137 \$39,266.34	\$20,623 \$42,895.36	\$22,653 \$47,117.76	\$22,890 \$47,611.78	\$23,688 \$49,271.19	\$24,188 \$50,311.19	\$25,178 \$52,370.43	\$29,746 \$61,870.83

July 1, 2017: 1.25% Increase Applied to Maximum Wage Rates

	Clerical	Laborer / Apprentice Maintenance	Junior Maintenance / Heavy Equip 3	Heavy Equip 2	Senior Maintenance / Heavy Equip 1	Senior Mechanic	Electrician	Instrumentation / Electrician
Start	\$15,889 \$30,982.99	\$16,381 \$34,072.04	\$18,436 \$38,347.22	\$18,676 \$36,846.34	\$19,484 \$40,526.93	\$19,984 \$41,566.93	\$20,993 \$43,664.87	\$25,618 \$53,285.08
1 year	\$16,639 \$32,445.49	\$17,131 \$35,632.04	\$19,186 \$39,907.22	\$19,426 \$40,406.34	\$20,234 \$42,086.93	\$20,734 \$43,126.93	\$21,743 \$45,224.87	\$26,368 \$54,845.08
2 years	\$17,389 \$33,907.99	\$17,881 \$37,192.04	\$19,936 \$41,467.22	\$20,176 \$41,966.34	\$20,984 \$43,646.93	\$21,484 \$44,686.93	\$22,493 \$46,784.87	\$27,118 \$56,405.08
3 years	\$18,139 \$35,370.49	\$18,631 \$38,752.04	\$20,686 \$43,027.22	\$20,926 \$43,526.34	\$21,734 \$45,206.93	\$22,234 \$46,246.93	\$23,243 \$48,344.87	\$27,868 \$57,965.08
4 years	\$18,889 \$36,832.99	\$19,381 \$40,312.04	\$21,436 \$44,587.22	\$21,676 \$45,086.34	\$22,484 \$46,766.93	\$22,984 \$47,806.93	\$23,993 \$49,904.87	\$28,618 \$59,525.08
5 years	\$19,639 \$38,295.49	\$20,131 \$41,872.04	\$22,186 \$46,147.22	\$22,426 \$46,646.34	\$23,234 \$48,326.93	\$23,734 \$49,366.93	\$24,743 \$51,464.87	\$29,368 \$61,085.08
6 years	\$20,389 \$39,757.99	\$20,881 \$43,432.04	\$22,936 \$47,707.22	\$23,176 \$48,206.34	\$23,984 \$49,886.93	\$24,484 \$50,926.93	\$25,493 \$53,024.87	\$30,118 \$62,645.08

ARTICLE 30
WASTEWATER TREATMENT PLANT

SECTION 1. CLASSIFICATIONS

When a classified Senior WWTP Operator is not working a shift, the WWTP Operator with the highest seniority working on that shift will fill that classification and pay rate. An Apprentice WWTP Operator will be considered only if no other Operator on that shift is available. In such instance, the Apprentice WWTP Operator will receive a Junior WWTP Operator wage rate.

SECTION 2. APPRENTICESHIP

- A. An Apprentice WWTP Operator will serve an apprenticeship for a maximum of one (1) year at which time he/she shall be classified as a Junior WWTP Operator. The apprenticeship will include 45 working days of extensive training on the day shift. The employee will then be placed on a shift for which he/she is eligible by seniority.
- B. The apprenticeship period of one (1) year may be shortened if Management determines the Apprentice WWTP Operator is qualified to fill a Junior WWTP Operator Classification.

SECTION 3. JOB VACANCIES AND BIDDING

- A. The department head shall have five (5) working days (excluding Saturdays, Sundays, and Holidays) in which to post a job which becomes vacant or to notify the Union if the job is to be abolished or filled through the apprenticeship process. Employees who are on vacation, sick leave, restricted duty or off work for any other permissible reason shall have a period of three (3) working days after their return to work in which to exercise bidding rights on a job which was posted during their absence. In no case shall such vacation or sick leave privilege be extended more than one (1) year after date of posting.
- B. If no apprentice is in training, an employee who is awarded the posted job will be placed in the posted classification and on a specified shift or work schedule if such factors were part of the bid. Placement shall be within ten (10) days from the deadline date for receipt of bids. The wage rate for the new job classification will be effective upon placement of the employee.
- C. If there is an apprentice(s) in training, the employee awarded the posted job will remain in his/her classification, wage rate and premium of shift until no Apprentice WWTP Operator is in training.
- D. A Junior WWTP Operator is the only classification from which to bid for a Senior WWTP Operator job.

SECTION 4. WORKING CONDITIONS

The "General Work Procedures" for the Wastewater Treatment Plant dated August 6, 1993, will remain in effect except as they may be modified in accordance with Article 24, Section 7, Work Policies.

SECTION 5.

The Letter of Understanding executed by the City and Union on October 29, 1993, is made a part of this Agreement.

**ARTICLE 31
TERMINATION & MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2018, subject to the remainder of this Article.

SECTION 1. TERMINATION

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party gives notice of termination, or if either party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to that current year's termination date.

SECTION 2. AMENDMENT OR MODIFICATION

If either party desires to modify or change this Agreement, it shall no later than sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of desire to amend. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may then be terminated by either party on ten (10) days' written notice of termination. Any amendments which may be agreed upon shall become part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION 3. NOTICES

Notices of Termination or Amendment shall be in writing and shall be sent by certified mail addressed, if to the Union, to: TPOAM, 27056 Joy Road, Redford, Michigan 48239-1949; or, if to the employer addressed to the City Clerk, Trenton City Hall, 2800 Third Street, Trenton, Michigan, or to any such address as the Union or the employer may have provided in writing.

SECTION 4.

During the regular consideration of the budget, or at any time, either party may request to enter into negotiations for the purpose of adjusting the wage schedules. Any Agreement(s) reached will become a part of this Agreement as provided in Section 2 above.

SECTION 5.

In the event that any provision of this Agreement shall be or become invalid or unenforceable by reasons of Federal or State Law, or City Charter now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

SIGNATURES

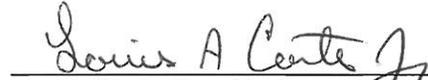
IN WITNESS WHEREOF, the City of Trenton has caused this instrument to be executed on this, the 21st day of September, 2015.

CITY OF TRENTON

TPOAM



Kyle F. Stack, Mayor



Louis Corte, President



Debra R. Devitt, City Clerk



Brian Syska, Vice President



David LaMontaine, TPOAM

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
Benefit Year	January 1 through December 31	
Deductible per Benefit Year	\$250/person \$500/family	\$500/person \$1,000/family
General Benefit Percentage	80% after deductible (20% coinsurance)	60% after deductible (40% coinsurance)
Coinsurance Maximum Out-Of-Pocket per Benefit Year	\$1,000/person* \$2,000/family*	\$3,000/person* \$6,000/family*
Total Maximum Out-Of-Pocket per Benefit Year	\$2,500/person* \$5,000/family*	Not applicable
*Includes deductible, Coinsurance Maximum Out-of-Pocket, and medical co-payments. Does not include charges for private duty nursing, or expenses that constitute a penalty for non-compliance, exceed the usual and customary charge, exceed the limits of the Plan, or are otherwise excluded.		
Annual Maximum Paid per Covered Person per Benefit Year for All Covered Expenses	Unlimited	
<u>Outpatient Physician Services (Includes Office Visits, Immediate Care Center Visits, and Second Surgical Opinions)</u> Physician's Fee for an Examination All Other Charges Billed in Connection with the Examination	\$20 co-payment per visit, then 100% (deductible waived) Paid the same as any other illness; benefit percentage depends upon the type of service rendered	60% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered
Special Note About the Outpatient Physician Visits Benefit: Any eligible service that is performed by an In-Network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. However, the co-payment applicable to the physician's exam will still be assessed.		
Pre-Surgical Consultations	100%; deductible waived	60% after deductible
<u>Routine Preventive Care</u> Physician's Fee for an Examination Well-Baby/Preventive Care for Children Routine X-Rays and Labs Flu Shots and Other Routine Immunizations FDA-Approved Contraceptive Methods and Sterilization Procedures for Women with Reproductive Capacity Mammograms and Other Routine Services Colonoscopies	100%; deductible waived 100%; deductible waived	Not covered 60% after deductible
Special Notes about Routine Preventive Care: 1. Co-insurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately). 2. The Routine Preventive Care Benefit will provide coverage for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.		
<u>Diagnostic Colonoscopy</u> One Diagnostic Colonoscopy per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	100%; deductible waived	60% after deductible
Special Note about Diagnostic Colonoscopy Benefit: Charges in excess of this frequency maximum may be considered under the Comprehensive Medical Expense Benefit.		
<u>Emergency Room Treatment</u> Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Physician in Connection with the Emergency Room Treatment Hospital's Fee for the Use of the Emergency Room All Other Services Billed by the Hospital or Any Other Provider in Connection with the Emergency Room Visit	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted 100%; deductible waived 100%; deductible waived 100%; deductible waived	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted 100%; deductible waived 100%; deductible waived 100%; deductible waived
Ambulance Transportation	80% after deductible	Paid as in-network

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
Authorization Requirement \$100 Penalty Applies if an Inpatient Hospital Admission (Including an Observational Stay at the Hospital) is Not Authorized \$0 Penalty for Non-Compliance for Outpatient Services	Required for all inpatient hospital admissions, observational stays at the hospital, and certain outpatient services listed at the end of this summary	
<u>Inpatient Hospital Services</u> Room and Board, Surgical Services, and Ancillary Services	80% after deductible	60% after deductible
<u>Inpatient Physician Services</u> Hospital Visits, Surgical Procedures, and Anesthesiology	80% after deductible	60% after deductible
<u>Obstetrical Services</u> Physician's Fee for Prenatal and Postnatal Care Physician's Fee for Delivery All Other Services Billed by the Physician, Hospital, or Any Other Provider in Connection with the Pregnancy (e.g., labwork, ultrasound charges, etc.)	100% (deductible waived) if prenatal and postnatal care are billed separately from the delivery charge or 80% after deductible if prenatal and postnatal care services are consolidated for billing purposes 80% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered	60% after deductible 60% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered
Transplant Services	100%; deductible waived	100%; deductible waived
Special Note about Transplant Services Benefit: For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or x-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.		
<u>Outpatient Services</u> Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Services	80% after deductible	60% after deductible
<u>Allergy Services</u> Injections, Serum, and Testing	100%; deductible waived	60% after deductible
<u>Chiropractic Care</u> Spinal Manipulations, Therapy Treatments, and a Physician's Fee for an Initial or Periodic Evaluation Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered in a day	\$20 co-payment per day, then 100% (deductible waived) 80% after deductible	60% after deductible 60% after deductible
<u>Rehabilitative Therapy</u> Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	80% after deductible	60% after deductible
Durable Medical Equipment, Prosthetics, and Orthotics	80% after deductible	Paid as in-network
<u>Behavioral Care (Includes Mental Health Care and Addictions Treatment)</u> Inpatient/Partial Hospitalization Services Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office) Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service Outpatient/Intensive Outpatient Addictions Treatment Services	Paid the same as any other illness Paid the same as any other illness Paid the same as any other illness Paid the same as any other illness	Paid the same as any other illness Paid the same as any other illness Paid as in-network Paid as in-network
Convalescent Care, Home Health Care, and Home Infusion Therapy	80% after deductible	Paid as in-network
Hospice	100%; deductible waived	100%; deductible waived
Private Duty Nursing	50% after deductible	Paid as in-network
Special Note about Private Duty Nursing: Eligible private duty nursing charges will <u>not</u> accrue towards the Coinsurance or Total Maximum Out-of-Pocket and will always be paid at the benefit percentage stated above.		

Miscellaneous Plan Provisions

Services Requiring Authorization:

1. Inpatient hospital confinements and observational stays
2. Home and outpatient rehabilitative therapy
3. Rental and purchase of durable medical equipment
4. Home health care
5. Purchase of custom-made orthotic or prosthetic appliances
6. Oncology treatment

If a covered person receives eligible treatment at an in-network facility, any anesthesiology, pathology, or radiology charges will be paid at the in-network benefit percentage, even if out-of-network providers performed those services.

Coordination with Other Coverage for Injuries Arising out of Automobile Accidents

In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.

If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that the sole reason that the covered person received those services from an out-of-network provider instead of from an in-network provider was either 1.) The lack of a Qualified in-network provider within a Reasonable Distance from the covered person's residence, or 2.) A covered person traveled to a place where he/she could not reasonably be expected to know the location of the nearest in-network provider (if available), the claim may be adjusted to yield in-network-level benefits.

For the purposes of this provision, the term "Qualified" means having the skills and equipment needed to adequately treat the Covered Person's condition. The term "Reasonable Distance" approximates a 50-mile radius.

NOTE: If your health plan generally requires the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact ASR Health Benefits at (800) 968-2449.

You do not need prior authorization from the health plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact ASR Health Benefits at (800) 968-2449.