

Collective Bargaining Agreement

between

The City of St. Clair

and

AFSCME Local 1518.03

**St. Clair Department of Public Service Employees
Affiliated with Council 25, American Federation of State, County and
Municipal Employees, AFL-CIO**

October 1, 2020 to September 30, 2024

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Article 1. City of St. Clair Employees Local #1518 Agreement

This agreement is entered into between the City of St. Clair, (hereinafter referred to as the "Employer") and the St. Clair City, Employees affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"). NOTE: The Headings used in this Agreement and exhibits neither add to nor, subtract from the meaning of this Agreement, but are for reference, only.

Article 2. Effective Date

The effective date of this Agreement and all benefits provided shall be October 1, 2020 and shall cover the period October 1, 2020 to September 30, 2024.

Article 3. Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Union. The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

Article 4. Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 to the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of

this Agreement of all employees of the Department of Public Services, excluding clerical, Supervisors of Water Filtration Plant, Wastewater Treatment Plant, Department of Public Services Working Foreman, Parks and Grounds, and all other supervisory employees certified by the Michigan Mediation Board in Case No. R-66C-1 32.

Article 5. Temporary Employees

- (A) Temporary employees are those defined as hired for a short term for specific jobs, to do work not primarily or normally being done by members of the Bargaining Unit. There is no intention on the part of either the Employee or the Employer of continuing the employment beyond a designated term or completion of a job. The purpose and use of temporary employees, is not to avoid or reduce the payment of overtime to members of the Bargaining Unit.
- (B) In this respect, temporary employees shall not come under the Union contract in respect to rates of pay, hours of work and other conditions of employment.
- (C) These temporary employees are not eligible for sick leave, vacation, holidays, pension benefits, hospitalization, medical coverage, etc., as are the regular employees.
- (D) The Union agrees that the City may employ temporary employees for summer help during the months of May 1st through October 15th. These employees will be able to operate hand tools such as shovels, hoes, shears, water hoses, sprinklers, hammers, etc.; and power tools (weed wackers, hedge trimmers, hand drills, skill saws and push mowers).
- (E) Temporary employees will get to the job sites by the most economical means, provided by the Employer.

Article 6. Management Security

The Union and Employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against management or any slow-down or other interruption of, or interference with the normal function of management concerning any matter which is subject to the Grievance Procedure or to the jurisdiction of the Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the Grievance Procedure.

The Employer will not lock-out employees. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slow-down by any other employees, such inability to work shall not be deemed a lock-out under the provisions of this section.

Article 7. Management Rights

- (A) The Union recognizes the prerogative of the Employer to operate and manage its affairs, in all respects, in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by the Agreement are retained by Employer. The Union recognizes the exclusive right of the Employer to establish reasonable work rules. Without limiting the generality of the foregoing, these rights shall include:

- (1) The Employer has the right to schedule overtime work, as required, in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- (2) The Employer reserves the right to discipline or discharge for just cause.
- (3) The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive.
- (4) The Employer shall have the right to determine a reasonable schedule of work, and to establish the methods and processes by which such work is performed, in conformity with the City Charter.
- (5) To conduct drug and alcohol tests on the basis of reasonable suspicion, and, to conduct all other tests, as required by the Department of Transportation.

Article 8. Contracting and Subcontracting

The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right to contract or subcontract is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The subcontracting shall not directly cause the layoff of regular employees.

Article 9. Aid to Other Unions

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

Article 10. Hold Harmless

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suit or other forms of liability, including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of any action taken or not taken by the Employer pursuant to Articles 11 and 12 (Union Security and Check-off) of this Agreement for the purpose of complying with this Article.

Article 11. Union Security and Check Off

All current employees and future new hires covered by this Agreement may become members of the Union and pay the monthly Union dues uniformly required of Union members effective thirty (30) days after the effective date of this Agreement or date of hire, whichever is later.

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization, in accordance with the standard form used by the Employer herein, provided that said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect for each contract year and may be revoked only by written notice, no earlier, than thirty (30) days prior to September 30th of each year of this Agreement. Termination must be given both to the Employer and the Union.

Dues and initiation fees will be authorized, levied, and certified, in accordance, with the Constitution and By-laws of the local Union and, as determined by law. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted with the legality of the adopting actions specifying such amounts of Union dues and initiation fees.

Article 12. Remittance of Dues and Fees

(A) When Deductions Begin: Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month, thereafter.

(B) Remittance of Dues or Fees to Financial Officer: Deductions for any calendar month shall be remitted to such address designated to the Financial Officer of Michigan AFSCME Council #25, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date, on which, they were deducted.

(C) The Employer shall, additionally, indicate the amount deducted and notify the Financial Officer of the Council of names and addresses of employees, who, through a change in their employee status, are no longer subject to deductions and further advise said Financial Officer by submission of any alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

Article 13. Stewards and Alternates

(A) Employees in the Bargaining Unit shall be represented by the Chapter Chairperson and Vice-Chairperson. Each shall be a regular employee and working in the Bargaining Unit.

(B) The Chairperson, during his or her working hours, without loss of time or pay, may, in accordance with the terms of this Section, investigate and present grievances to the Employer, upon having advised his or her Supervisor of the same. The Supervisor will grant permission and provide sufficient time to the Chairperson to leave his or her work for these purposes. The privilege of the Chairperson leaving his or her work during working hours, without loss of time or pay, is subject to the understanding the time be devoted, solely to the proper handling of grievances and, will not be abused. The Chairperson will perform his or her regularly assigned work at all times, except when necessary, to leave his or her work to handle grievances, as provided, herein. Any alleged abuse, by either party, will be proper subject for the Grievance Procedure.

Article 14. Special Conferences

(A) Special conferences for important matters will be arranged between the Chapter Chair and the Employer or its designated representative upon the request of either party. Such meetings shall include, at least, two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The agenda will be prepared by the party requesting the conference. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time convenient to both parties. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Local and/or a representative of AFSCME Council 25.

(B) The Union Representative(s) may meet at a place designated by the Employer on the Employer's property for no more than one-half hour, immediately preceding,

the conference with the Employer.

Article 15. Grievance Procedure

- (A) The Local Chairperson or, his or her representative, shall be allowed time off his or her job without loss of pay to investigate a grievance he or she is to discuss with the Employer. The Employer's designated representative will grant him or her permission to leave his or her work for this purpose. Any grievance, not appealed from one step of the Grievance Procedure to the next step, shall be considered settled, on the basis, of the last answer.
- (B) Presenting a Grievance: Any employee having a grievance, in connection with his or her employment, shall present it to the Employer as follows:
 - Step 1.
 - (a) If an employee feels he or she has a grievance, he or she shall attempt to discuss the matter, orally with his or her Supervisor, but must state the nature of the complaint.
 - (b) If the grievance is not thereby disposed of, it shall be submitted within ten (10) working days, in written form, by the Chapter Chairperson or Vice Chairperson to the immediate Supervisor. The immediate Supervisor shall place his or her written position on the grievance form within five (5) working days and return it to the Chapter Chairperson or Vice-Chairperson.

Step 2.

If the immediate Supervisor's answer is not satisfactory, the grievance may within five (5) working days be submitted by the Local Chapter Chairperson or Vice-Chairperson to the City Superintendent or his or her designated representative. A meeting between no more than three representatives of both the local Union and the Employer's designated representatives will be arranged to discuss the grievance within five (5) calendar days.

Step 3.

Arbitration. If the representatives of the Employer and the Union representatives do not dispose of the matter and, either party believes that the matter should be carried further, it shall then notify the other party within thirty (30) days of the Step Two (2) answer, the intent to arbitrate.

The parties will refer the matter to an impartial arbitrator selected by the parties, or in the event they cannot agree upon an impartial arbitrator within thirty (30) days, to an impartial arbitrator selected by the American Arbitration Association. The parties shall submit to him or her all facts regarding the case. Any impartial arbitrator selected shall have only the functions set forth, herein. The fees and approved expenses of an impartial arbitrator will be paid by the parties equally. The arbitrator shall have no power or authority to add or detract from, alter or modify the terms of this Agreement.

Article 16. Time of Appeals

- (A) Any grievance not appealed from an answer within the time limits established in Article 14 above, will be considered settled on the basis of the last answer and not subject to further review.

- (B) A grievance may be withdrawn, without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal the grievance shall not be reinstated. Where one or more grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
- (C) Any dates set forth in Article 14 above, may be extended, provided the parties agree. Such extension shall be made in writing.

Article 17. Discipline and Discharge

- (A) Notice of discharge. The Employer agrees promptly upon the discharge of an employee to notify in writing, the Chapter Chair of the unit, of the discharge.
- (B) The discharged employee will be allowed to discuss his or her discharge with the Chapter Chair of the unit and the Employer will make available an area where he or she may, do so, before he or she is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge with the employee and the Chapter Chair.
- (C) Appeal of Discharge. Should the discharged employee or the Union consider the discharge to be improper, a grievance shall be presented, in writing, through the Union to the Employer within two (2) regularly scheduled working days of the discharge. Such a grievance shall begin at Step 2 of the grievance procedure. The Employer will review the discharge and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the third step of the Grievance Procedure.
- (D) A verbal reprimand, when noted to the Chapter Chairperson in writing, shall not constitute a written reprimand for the employee.
- (E) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously. There shall be no time limit on the falsification of an employment application or, on discipline which resulted in a suspension.

Article 18. Seniority

- (A) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of employment following the attainment of the minimum license, set forth in subsection (C), (D), or (E). The six-month probationary period shall be accumulated within, not more than, one (1) year. When an employee finishes the probationary period, by accumulating six (6) months of employment within, not more than, one (1) year, he or she shall be entered on the Seniority List of that unit from the day, six (6) months prior to the day he or she completed the probationary period. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of

collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth, in this Agreement except, discharge and discipline of employees for other than Union activity.

- (B) Seniority shall be based on date of employment, classification and occupational qualification. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- (C) As a condition of continued employment, employees hired into the Public Works Department shall be required to acquire the State of Michigan S-4 Certification (Entry Level of Certification), or higher, within three testing periods following his or her eligibility to take the test. Any employee who fails to acquire the certificate within said three testing periods may have his/her services terminated by the employer and neither the employee, so terminated, nor the union shall have recourse to the Grievance Procedure over such termination.
- (D) As a condition of continued employment, employees hired into the Water Filtration Plant shall be required to acquire the State of Michigan F-4 Certification (Entry Level of Certification), or higher, within three testing periods following his or her eligibility to take the test—twelve (12) months from their date of employment or two testing periods, whichever is longer. Any employee who fails to acquire the certificate within said three testing periods may have his/her services terminated by the employer and neither the employee so terminated nor the union shall have recourse to the Grievance Procedure over such termination.
- (E) As a condition of continued employment, employees hired into the Wastewater Treatment Plant shall be required to acquire the State of Michigan D Certification (Entry Level of Certification), or higher, within three testing periods following his or her eligibility to take the test. Any employee who fails to acquire the certificate within said three testing periods may have his/her services terminated by the employer and neither the employee so terminated nor the union shall have recourse to the Grievance Procedure over such termination.

Article 19. Loss of Seniority

An employee shall lose his or her seniority for the following reasons only:

- (A) He or she quits.
- (A) He or she is discharged, and the discharge is not reversed through the Grievance Procedure, as set forth in this Agreement.
- (B) Is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his or her last known address that he or she has lost his or her seniority and his or her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- (C) If he or she does not return to work when recalled from lay off, as set forth, in the recall procedure. In proper cases, exceptions shall be made.
- (D) Failure to return from sick leave and leaves of absence will be treated the same as (C) above.
- (E) Employees who do not maintain the minimum certification for their position, as

outlined within Article 18 – Seniority, shall be deemed to have resigned, therefore, forfeiting their seniority with the City. Neither the Employee, so resigned, nor the Union, shall have recourse to the Grievance Procedure over such resignation.

(F) For members of the Bargaining Unit hired, on or before, ratification of the 2020 CBA, failing to complete the conditions regarding the minimum certification, as set forth below:

1. The Union and the City agree and understand that having employees with certifications is of vital importance to the residents of the City.
2. Effective upon ratification, as a condition of continued employment, all Bargaining Unit members who have attained seniority status and have not attained the minimum certification for his or her position (i.e. S-4, F-4, or D Certification) must make a good-faith effort to attain such minimum certification within 12 months, after ratification, or by the first testing period after he or she is eligible to test (whichever, is later).
3. A seniority employee who does not make a good-faith effort to attain such certification within 12 months of ratification or by the first testing period after he or she is eligible to test (whichever is later), shall be subject to discipline, up to and including termination. It shall be prima facie evidence that the employee did not make a good-faith effort to attain the minimum certification: (1) If the employee does not take the certification examination the first testing period after becoming eligible to test, or (2) If the employee receives a score of less than 60% on the minimally required certification examination.
4. A seniority employee who fails his or her first attempt at the certification examination despite his or her proven good-faith efforts, shall have the right to request from the Employer, an Individualized Certification Assistance Plan. Upon written request by the Union and/or employee, the Employer shall develop an Individualized Certification Assistance Plan to assist the employee with reasonable tools to attain the minimally required certification.
5. Seniority employees who fail to attain the minimum certification within 24 months after ratification shall be deemed to have resigned, forfeited their seniority with the City, and neither the employees so resigned nor the Union shall have recourse to the Grievance Procedure over such resignation.
6. Employees who have requested and participated in the Employer's Individualized Certification Assistance Plan shall not lose their seniority under Subsection 5 above, so long as they have met all the conditions of such plan.
7. In the event that a seniority employee does not attain the minimum certification within 24 months, despite his or her good-faith effort and participation in the employer's Individualized Certification Assistance Plan, then the Union and the Employer agree to work together to develop a strategy, to have said seniority employee attain the minimum certification or to separate employment from the City.

Article 20. Seniority of Officers and Stewards

Notwithstanding, his or her position on the Seniority List, the Union Chapter Chairperson, Vice-Chairperson and Steward shall, in the event of a layoff, of any type, be continued at work, as long as there is a job in the department which they can perform. And shall be recalled to work, in the event of a layoff, to the first open job in their department which they can perform. It is agreed that under this Article, the seniority of the Chairperson and Vice-Chairperson will supersede that of the Steward.

Article 21. Seniority List

The Seniority List, on the date of this Agreement, will show names and seniority date of all employees entitled to seniority. The Employer will keep the Seniority List up to date at all times and provide the Chairperson with an up to date copy to be posted on the Union bulletin board, annually.

Article 22. Shift Preference

For other than rotating shifts, the shift preference for hourly rated employees will be granted on the basis of seniority, within the department. Transfer to desired shift will take effect within two (2) weeks following the end of the current pay period, within which, the written request was made.

Article 23. Lay Off Defined

- (A) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.
- (B) If it becomes necessary for a layoff, the following procedure will be followed, insofar, as it does not interfere with the Employer's efficient operation. Probationary and temporary employees will be laid off on a unit basis, and seniority employees will be laid off based on inverse seniority according to seniority, as defined in the Seniority List and seniority of Officers. In proper cases, exceptions may be made.
- (C) Employees to be laid off for an indefinite period of time, will have at least ten (10) working days' notice of layoff. The local Union Secretary shall receive a list from the Employer of the employees being laid off, on the same date the notices are issued to the employees.

Article 24. Recall Procedure

- (A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in this Agreement. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of the mailing of notice of recall, he or she shall be considered as a voluntary quit.
- (B) An employee remains on the Recall List for the length of time equal to his or her seniority, prior to the date of the layoff.

Article 25. Transfers

- (A) Transfer of Employees. If an employee is transferred to a position under the Employer, not included in the Unit and, is thereafter, transferred again to a position within the Unit, he or she shall have accumulated seniority, not to exceed six months, while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement. An employee has the right to return to his or her original position during the six-month trial period. All seniority accumulated while working in positions covered by this contract will be retained.
- (B) The Employer agrees that in any movement of work not covered above in Section (A), it will discuss the movement with the Union, in order to provide for the protection of the seniority of the employees involved.
- (C) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer, on the basis of seniority. In such cases, all vacancies and newly created positions shall be posted by the Employer in a conspicuous place in the DPS, Water and Wastewater buildings at least seven (7) calendar days, prior to filling such vacancy or newly created position.

Article 26. Promotions

- (A) Promotions within the bargaining unit shall be made on the basis of seniority, ability and qualification. Job vacancies will be posted by the Employer for a period of seven (7) calendar days, setting forth the minimum requirements, as established by the Employer for the position, in a conspicuous place in the DPS, Water and Wastewater buildings.

Employees interested shall apply within the seven (7) calendar day posting period. The employee selected for the promotion and who meets the minimum requirements may be granted an eight (8) week (or three hundred twenty (320) hours of the work schedule) trial period to determine:

1. His/Her ability to perform the job.
2. His/Her desire to remain on the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given, in writing, to such employee's Chapter Chairperson. In the event the senior applicant disagrees with reasons for denial, it shall become a proper subject for the Grievance Procedure.

- (B) During the eight (8) week trial period (or three hundred twenty (320) hours of the work schedule) the employee shall have the opportunity to revert back to the former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the Union, in writing, by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
- (C) During the trial period, the employee will receive the lower rate of pay (as defined under the wage section) for the job they are performing.

- (D) Temporary assignments for employees required to work in a higher classification shall be paid at the low rate of the higher classification while working in that classification. An employee shall be paid an additional forty (40) cents per hour when he or she is assigned the Supervisor position by the Supervisor when the Supervisor is to be absent from his department due to sick leave, vacation leave, personal leave, or work-related leave, for a period of four or more hours.
- (E) Any employee who has an hourly rate less than that of an Utility Operator and is required to operate motor driven, self-propelled equipment, will be paid at the hourly rate of an Utility Operator during the time he or she is actually operating equipment, for a period of less than six (6) hours. If he or she is operating equipment for six (6) hours, or more, he or she will be paid at the higher rate for the full eight (8) hour day.
- (F) **Waste Water Plant Lead Operator Position**
It is the understanding of the City and the Union that the position of Waste Water Plant Lead Operator has been created, in order, for the City to comply with the regulations of the Department of Environmental Quality and for operational efficiency.

The parties agree that "Schedule A" has been modified to include the classification of Waste Water Lead Operator.

Additionally, it is understood and agreed that the Lead Operator Position must be filled by an individual who has a Waste Water B License, in order, to comply with the regulations of the Department of Environmental Quality-R 299.2952

The Lead Operator shall be in charge of and responsible for the operation of the Waste Water Treatment facility and shall be vested the authority and responsibility for the establishment and execution of specific practices and procedures controlling the operation of the Waste Water Treatment Facility, in accordance with the Policies of the City of St. Clair and the regulations of the Department of Environmental Quality- R 299.2903 (j) and R 299.2952.

The Lead Operator shall not be called upon to make supervisory decisions regarding discipline and discharge or other supervisory functions reserved to the City, under the terms of the Labor Agreement. Any issues that arise regarding discipline and discharge or supervisory responsibility over employees covered by the Labor Agreement shall be reported by the Lead Operator to the Director of Public Services and/or to the City Superintendent. All operators shall follow directives on the day-to-day operation and maintenance of the treatment facility, as set forth, by the Lead Operator(s). He or she shall do so, by performing the directed operation and then filing a grievance regarding same.

The parties agree that the Lead Operator shall have that seniority he/she has obtained as of the time becoming Lead Operator and continue to accrue seniority. Should issues arise regarding benefits or leave provisions of employees covered under the Collective Bargaining Agreement based upon seniority, the determinations regarding same shall be made by the Director of Public Services and/or City Superintendent.

Should it become necessary, at some time in the future, for the positions of Lead Operator to be eliminated, employees in this position shall retain the right to return to a lower Operator position, in order, to perform appropriate services in compliance with all legally required regulations and statutes.

Licensing:

Bargaining Unit members, who may be granted a position while seeking a valid license shall, as a condition of continued employment in the position, be required to actively pursue obtaining the position required license.

In the event that this individual ceases to actively pursue obtaining the required license, they shall return to the position held immediately preceding the promotion.

In the event that an individual is hired from outside of the bargaining unit, he/she shall be required, as a term of continued employment in this position, to actively pursue the positions required license.

In the event that this individual ceases to actively pursue license requirements of the position, he/she may exercise his/her seniority rights to fill an open position or bump a lower seniority employee.

The individual shall be afforded a maximum of three (3) attempts to obtain the required license. If the individual fails to obtain the license, after the third failed attempt they shall be subject to the above provisions.

In either case, it shall be the intent that the individual shall obtain their required license within a reasonable time period. If either party believes that the individual has exceeded a reasonable time period, the parties shall schedule a special conference to resolve the issue.

Article 27. Leave of Absence

- (A) Leaves of Absence, for reasonable periods not to exceed one (1) year, will be granted without loss of seniority for:
1. Serving in any fulltime elected position (Public other than St. Clair City elected or appointed positions or Union).
 2. Female Maternity Leave.
 3. Illness Leave (physical or mental).
 4. Serving in an appointed position with the Council or International Union.
 5. Prolonged illness in immediate family.
- (B) Such leave may be extended for like cause. Seniority and other fringe benefits shall not be accumulated during a Leave of Absence. In the event a Leave of Absence is granted under this Section, the employee shall not be able to utilize or be awarded any fringe benefits, as contained herein, during the Leave of Absence. However, in the event an employee did not use the accumulated sick or vacation time prior to the Leave of Absence, such sick and vacation time shall be reinstated at the conclusion, of the said sick Leave of Absence.
- (C) When the employee exhausts paid leave, he or she, within 10 working days, must apply for unpaid Leave of Absence. This time limit may be extended for extenuating circumstances.

- (A) In addition to the terms of this Article, the Employer agrees to, also, abide by the Family and Medical Leave Act, as it relates to Section (A) Items 2, 3 and 5 above.

Article 28. Leave for Union Business

- (A) Members of the Union elected to positions or selected by the Union to do work which takes them from their employment with the Employer may, upon written request of the Union, receive temporary leaves of absence for periods, not to exceed two (2) years or the term of office, whichever may be shorter. Upon return, the member may be re-employed by the Employer with no accumulated seniority. If the leave for Union business is allowed, time off shall be without pay.
- (B) Members of the Union elected to attend a function of the International Union/Council 25, such as conventions or educational conferences, shall be allowed time off, with pay, of up to two (2) days per year to attend such conferences and/or conventions. If additional time is needed, it shall be taken from the employee's Leave Bank.

Article 29. Hours of Employment and Call-In

- (A) All employees are expected to be at their regularly assigned division at their scheduled shift starting time.

The Department of Public Works shift is 7:00 am to 3:00 p.m. with one (1) thirty (30) minute break, including all time off the job, i.e. driving/traveling time to and from home, a restaurant, or other location, as part of the break time.

- (A) Scheduled shifts may be altered, in the event of emergency, major repairs, sickness or mutual agreement between affected personnel. Scheduled changes shall not be made for the sole purpose of avoiding overtime, but if they are, they shall be compensated at time and one half.
- (B) Employees will be permitted one (1) fifteen (15) minute wash up period prior to punching out at the end of the shift.
- (C) An employee reporting for emergency duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half.
- (D) Lunch periods:
Water Filtration and Wastewater Treatment Plant employees take their lunch period during their regular work schedule.
- (E) Employees required by the Employer or the State of Michigan, or employees who choose to attend related meetings, seminars or classes, approved in advance by the Supervisor, shall be paid the regular hourly rate of the employee for the time actually spent in travel to and from the meetings, seminars or classes and the actual time spent in the meeting, seminar or class. The City shall provide transportation or compensate the employee at the current IRS mileage allowance if personal transportation is used to and from the meetings, seminars, or classes. The Employer shall post training or educational seminar notices. The Employer shall compensate the employee for meals and lodging, in accordance, with the City's Personnel Policy

Article 30. Overtime

- (A) For hourly rated employees, any hours worked, other than their scheduled shift, will be paid at the rate of time and one-half.
- (B) Time and one-half will be paid for holidays, when worked.

Article 31. Wages based on a 40.0 Hour Work Week

In order, for the Employer to attract quality applicants, the Employer, at its discretion, may elect to begin a new employee, with prior service, up to Wage Step 2-3 as defined below.

Effective October 6, 2020: 1.75% Wage Increase for Tier 1 and Tier 2.

Effective October 6, 2020: \$650 lump sum bonus to three current Tier 1 Employees (not included in FAC for pension purposes.)

Effective October 1, 2021: 1.00% Wage Increase for Tier 1 and Tier 2.

Effective October 1, 2022: 1.25% Wage Increase for Tier 1 and Tier 2.

Effective October 1, 2023: 1.00% Wage Increase for Tier 1 and Tier 2.

Effective November 1, 2020: All members of Bargaining Unit receive two-hundred fifty dollars (\$250.00) lump sum bonus (not included in FAC for pension purposes).

Employees hired prior to October 1, 2012 or after October 6, 2020*

**Employees hired after October 6, 2020 receive the graduated increase as set forth in Article 32.*

DPS

<u>Years</u>	<u>Oct. 1, 2018</u>	<u>Oct. 1, 2020</u>	<u>Oct 1, 2021</u>	<u>Oct 1, 2022</u>	<u>Oct 1, 2023</u>
*0-2	N/A	\$22.35	\$22.58	\$22.86	\$23.09
2-5	\$24.02	\$24.44	\$24.68	\$24.99	\$25.24
6-12	\$24.72	\$25.15	\$25.40	\$25.72	\$25.98
13-24	\$25.38	\$25.82	\$26.08	\$26.41	\$26.67
25+	\$26.42	\$26.88	\$27.15	\$27.49	\$27.77
<i>Mechanic w/Master Auto & Master Truck</i>					
	\$26.42	\$26.88	\$27.15	\$27.49	\$27.77

* Those with 0-2 years of service and convert from DB to DC; Effective the first full pay-period after conversion to the Defined Contribution Plan.

Water & Waste Water

<u>Years</u>	<u>Oct. 1, 2018</u>	<u>Oct. 1, 2020</u>	<u>Oct 1, 2021</u>	<u>Oct 1, 2022</u>	<u>Oct 1, 2023</u>
*0-2	N/A	\$25.40	\$25.66	\$25.99	\$26.26
2-5	\$25.89	\$26.34	\$26.61	\$26.94	\$27.21
6+	\$26.42	\$26.88	\$27.15	\$27.49	\$27.77
<i>Meter Reader</i>					
	\$24.02	\$24.44	\$24.68	\$24.99	\$25.42

*Those with 0-2 years of service and convert from DB to DC; Effective the first full pay-period after conversion to the Defined Contribution Plan.

Employees hired on or after October 1, 2012 through October 6, 2020

DPS

<u>Years</u>	<u>Oct. 1, 2018</u>	<u>Oct. 1, 2020</u>	<u>Oct 1, 2021</u>	<u>Oct 1, 2022</u>	<u>Oct 1, 2023</u>
Trainee	\$17.09	\$17.39	\$17.56	\$17.78	\$17.96
2-3	\$18.55	\$18.87	\$19.06	\$19.30	\$19.49
4-5	\$19.00	\$19.33	\$19.53	\$19.77	\$19.97
6+	\$19.49	\$19.83	\$20.03	\$20.28	\$20.48

Water & Waste Water

<u>Years</u>	<u>Oct. 1, 2018</u>	<u>Oct. 1, 2020</u>	<u>Oct 1, 2021</u>	<u>Oct 1, 2022</u>	<u>Oct 1, 2023</u>
Trainee	\$18.43	\$18.75	\$18.94	\$19.18	\$19.37
2-3	\$19.41	\$19.75	\$19.95	\$20.20	\$20.40
4-5	\$19.90	\$20.25	\$20.45	\$20.71	\$20.91
6+	\$20.39	\$20.75	\$20.95	\$21.22	\$21.43
<i>Meter Reader</i>					
	\$18.01	\$18.33	\$18.51	\$18.74	\$18.93

License plus Lead Operator Premiums

S-4, D, F-4	\$1.00
S-3, C, F-3	\$1.50
S-2, B, F-2	\$2.00
Lead Operator	\$3.00

Article 32. Compression of Tiers.

Eligible employees who convert from the Defined Benefit Plan to the Defined Contribution Plan, as set forth in Article 45, subparagraph C, shall be placed on the pre-2012 wage scale at the step that closest corresponds with their current years of service, subject to the following phase-in.

- Effective the first full pay-period after conversion to the Defined Contribution Plan, 85% of listed wage.
- Effective October 1, 2021, 90% of listed wage.
- Effective October 1, 2022, 95% of listed wage.
- Effective October 1, 2023, 100% of listed wage.

Article 33. Equalization of Overtime Hours

Overtime hours shall be divided, as equally as possible, among employees in the same classifications within their department. An up to date list showing overtime hours will be made available for inspection; provided, however, that no grievance will be filed by the Union under this section unless the difference between the overtime hours credited to the employee who actually performed the work prior to the assignment and the hours of the aggrieved employee shall exceed sixteen (16) hours.

In listing overtime hours, the Supervisor, will also, record hours which were offered to employees and turned down, and hours which were offered to employees who were not available by phone. Overtime hours offered will not be counted if the employee is off on a scheduled Leave. The list of overtime hours will be set to zero at the beginning of each calendar year.

*Wage of each step begins at the start of the year indicated.

- (B) Tree Trimmer: A premium pay of fifty (\$.50) cents per hour will be paid to one designated individual for the actual time he is performing off the ground tree trimming work.

- (C) Trainees: water, wastewater and labor (licensed) will be required to work an introductory period of eight (8) weeks or three hundred and twenty (320) hours. Trainees will not be paid a license premium until completion of the, afore mentioned, introductory period.
- (D) The starting rate for a newly hired and/or classified employee will be at the lower rate of the Schedule. At this position, he or she would be raised fifty (50%) percent of the difference between the higher and lower rate in six (6) months and the high rate in twelve months.

Article 34. Inoculations

Inoculations against infectious diseases will be provided by the City for appropriate personnel, as determined by the St. Clair County Health Department.

Article 35. Shift Premium

During the length of this contract, employees covered by this Agreement will be paid the following shift premiums for regularly scheduled shifts:

Shifts commencing between 3:00 p.m. and 7.00 a.m. shall receive a .35 cents per hour shift premium.

Article 36. Vacations

- (A) Regular full-time employees who have completed twelve months of continuous service shall be eligible for and entitled to a vacation with pay, in accordance, with the following schedule:

Upon completion of one year (12 months) of service	<6 days
Upon completion of two years of service	8 days
Upon completion of three years of service	14 days
Upon completion of seven years of service	18 days
Upon completion of ten years of service	21 days
Upon completion of fifteen years of service	23 days
Upon completion of twenty years of service	27 days
Upon completion of twenty-five years of service	29 days

- (B) Vacations will be granted, at such time during the year as are suitable, considering both, the wishes of the employees and the efficient operation of the department, concerned.
- (C) Vacations may be split into hours, half-days, one or more days, providing such scheduling does not interfere with the operation of the department and with the consent of the Department Head.
 1. For vacation time of less than one (1) day, the employee shall give the Employer notice, no later than one (1) hour into his workday of the day the vacation time is desired.
 2. For vacations of less than three consecutive days, the employee shall give the Employer at least twenty-four (24) hours' notice before taking such vacations.
 3. For vacations for three (3) days or more, the employees shall make a written request to the Department Head at least ten (10) working days prior, to taking a

vacation. If a regular pay day falls during the employee's vacation, he/she must indicate on his/her vacation request of his/her desire to receive his/her paycheck <prior to commencing his/her vacation.

- (D) When a holiday is observed by the employer on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (E) Up to five (5) days of vacation may be carried over from one year to another. In no case will more than five (5) days be carried over from one year to another. Any un-used vacation days, above the five (5) carry over days, will be forfeited unless, completed during each year following the date of hiring (anniversary) of the employee.
- (F) A vacation may not be waived by an employee and extra pay received for work during that period.
- (G) Employees will be paid their current rate based on the work schedule as of the date of their vacation while on vacation and will receive credit for any benefits provided for in this Agreement;
- (H) The current hours of unused vacation time shall be printed on each employee's paycheck stub.

Article 37. Holidays

- (A) The following listed days are recognized as holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day. Employees will be paid their current rate based on an eight (8) hour day for said holidays.
- (B) An employee will not receive holiday pay for the designated holidays unless he/she works all of the scheduled hours on the scheduled work day preceding the holiday and the scheduled work day following the holiday or unless any such absence is approved by the Employer.
- (C) Observation of scheduled holidays shall be as follows:

The Water and Wastewater Departments shall observe holidays on recognized holiday.

The DPS shall observe holidays on the recognized holiday unless the holiday falls on a Saturday, then Friday will be observed and when falling on Sunday, then Monday will be observed.
- (D) Five (5) personal leave days per employee shall be permitted from October 1st to September 30th of each year and the unused days, or portions thereof, shall be paid at the employee's current rate at the end of each year.
- (E) Personal leave days may be taken in hours, half days or full days.

Article 38. Insurance

Should the Health Care Premiums increase more than nine (9) percent in any given plan

year, the parties shall enter, into negotiations on health care.

(A) The parties agree to form a Health Care Committee which will explore health care options in an attempt to contain health care cost. The committee shall meet on a regular basis and make recommendations on possible health care options. Such options shall be subject to ratification, by both parties, prior to implementing any changes.

(B) Hospitalization Medical Coverage.
Effective November 1, 2012, in accordance with the State of Michigan, the following outline will be used to satisfy requirements, set forth by the Public Act 152. The Employer agrees to pay eighty percent of the premium associated with the hospitalization medical coverage along with the RX coverage rider. The Employer also agrees to split the deductible associated with the hospitalization medical coverage in an 80/20 format. Eighty percent of the deductible amount will be paid by the Employer first and the remaining twenty percent will be paid by the employee, solely. The coinsurance or prescription drug benefit is limited to one thousand (\$1,000) per single at \$10 generic or \$60 brand. Once the deductible is satisfied, the cost will be split in the same format with the Employer paying the first eight hundred dollars (\$800.00) of RX copays and the remaining balance or two hundred dollars to be paid by the employee, solely. This benefit is used to pay in-network deductible amounts and will not be used to reimburse any out of network charges which will fall solely on the employee to pay at their own discretion. The medical coverage plan to be Flex Blue 3 by Blue Cross and Blue Shield of Michigan. The Employer agrees to offer a voluntary flexible spending account option in which the employee can voluntarily elect to have pre-tax money deducted from payroll by the Employer, to allow the employee to pay for the expenses associated with the deductibles or RX copays on a pretax basis.

In the event, that Public Act 152 is found overturned or found to be unconstitutional, the parties agree to negotiate the above conditions.

(C) Retiree Health Care.

1. For current employees hired prior to the ratification of the 2020 Collective Bargaining Agreement:

For employees who have a minimum of twenty-five (25) years of service and are at least fifty-five years of age (55) and retire and draw benefits under the MERS retirement system, the City shall pay seventy-five percent (75%) of the monthly premium of the current hospitalization, dental, and optical insurance plans as offered to active employees. Upon retirement, retirees shall contribute twenty-five percent (25%) of the monthly premium of the current hospitalization, dental, and optical insurance plans as offered to active employees for the retiree and eligible dependents. The City shall make such payments for the retiree until the retiree reaches 65 years of age or the age of eligibility of Medicare whichever age is later. The City shall make such payments for the retiree's spouse until the retiree's spouse reaches 65 years of age or the age of eligibility of Medicare, whichever is later. The spouse at the time of retirement is the only spouse eligible for coverage under this article (i.e. no remarried spouse coverage after retirement allowed).

2. For employees hired after the ratification of the 2020 Collective Bargaining Agreement:

- i. Bargaining Unit Members hired after the ratification of the 2020 Collective Bargaining Agreement shall not be eligible for employer-paid retiree health insurance.
 - ii. The City will make monthly contributions of \$25.00 for individuals and \$50.00 for employees with two person or family medical coverage into an agreed Healthcare Savings Program; provided such program is individually owned and managed. All account expenses are the responsibility of the employee, funds are accessible after termination of employment with the City, funds will grow tax free, subject to the IRS limitations on qualified medical expenses. All deposits will be, immediately, vested.
- (D) Prescription Drug Benefits. The Employer agrees to pay all the premiums of a Prescription Drug Plan for the employee and his family, as provided in Section (B) above.
- (E) Dental Insurance. The Employer agrees to pay all premiums for a comprehensive preferred dental insurance plan provided by The Standard Insurance for the employee and his family. The plan will include Classes I (preventative exams, etc.), II (restorative services, fillings, crowns, etc.), III (new dentures and bridges, etc.) and IV (orthodontics for all children under 19 years of age). This coverage shall apply to all seniority employees. The plan will cover Class I benefits at 100%, Class II benefits at 75%, Class III benefits at 75%, and Class IV benefits (ortho) at 50%, with an annual cap on Class I, II and III of \$1,250 and a lifetime cap on Class IV of \$1,250.
- (F) Optical. The Employer agrees to pay all premiums for The Standard Insurance optical insurance for the employee and his/her family.
- (G) The parties agree that insurance carriers, other than those currently named in the contract, may be asked to submit proposals to the City for insurance. Proposals will be made to a committee made up of representatives of both the Employer and the Union to review said proposals, and the Union committee members may submit a recommendation if desirous. However, the Employer is not bound by any recommendation from the Union. The Employer reserves the right to change carriers, however, if a change in carriers is made, the coverage shall be equivalent. Furthermore, equivalency refers to the program as stated in Section (A), (B), (C), (D), (E) and (F) above, and a covered employee or eligible family will have the ability to utilize their coverage as they would otherwise have with a Blue Cross/Blue Shield plan.
- (H) Life Insurance. The Employer agrees to pay all of the premium for a group term life insurance policy in the amount of Fifteen Thousand (\$15,000.00) dollars for each member of the Bargaining Unit.
- (I) Long Term Disability. The Employer agrees to pay all premiums for long term disability coverage for all active (non-retired) Union employees. The plan shall afford benefits to the employee 90 days after the disability begins and replace, at minimum, 60% of the employee's pre-disability wage with disability benefits continuing until the employee is no longer disabled or until employee attains social security normal retirement age.
- (J) The City will offer a Health Insurance Cost Containment Waiver Program as described

in Appendix A. Note: The City will implement this program in conjunction with the adoption of a Cafeteria Benefits Plan which complies with Federal ERISA standards. Such a program will not be offered until this plan is in place.

Article 39. Sick Leave

- (A) An employee shall accumulate and be credited with twelve (12) workdays of Sick Leave with pay per year, to be credited at the rate of one (1) day for each month. No more than two hundred and fifty (250) days may be accumulated. Upon death or retirement of an employee, seventy-five (75%) percent of accumulated Sick Leave will be paid to that employee or his/her estate, based upon the following scale: (scale is capped, for pay out only, computed based on the hours in existence at the time this Agreement is ratified)

<u>Current Sick time (in hours)</u>	<u>Capped amount (in hours)</u>
0-650	650
651-1500	1500
<1501-2000	2000

Employees with five (5) to ten (10) years of seniority who quit, or are fired, shall be paid twenty-five (25%) percent of accumulated Sick Leave, subject to the above cap levels. Employees with ten (10) or more years of seniority, who quit, or are fired, shall be paid fifty (50%) percent of accumulated Sick Leave, subject to the above cap levels. Both parties agree that Sick Leave is a benefit and both parties agree that Sick Leave shall not be abused. Further, both parties agree that abuse of Sick Leave may be subject to disciplinary action.

- (B) Sick Leave shall be available for use by seniority employees for the following purposes:
1. Acute personal illness or incapacity over which the employee has no reasonable control.
 2. Absence from work because of exposure to contagious disease which according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 3. Medical and dental extractions or treatment to the extent of time required to complete such appointments.
 4. Each employee will be covered by the applicable Workers Compensation laws and the Employer, further agrees, that to the extent of his/her accumulated Sick Leave, an employee being eligible for Workers Compensation will receive, in addition to his/her Workers Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers Compensation and his/her regular weekly income based on forty (40) hours. The difference made up by the Employer shall be deducted from the employee's accumulated Sick Leave.
- (C) All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate Sick Leave, but cannot receive Sick Leave pay, Funeral Leave pay, or Injury Leave pay.

- (D) Employees who have exhausted their Sick Leave credit and are still unable to return to work may be paid for any unused vacation credits.
- (E) Employees who are laid off for a period of less than three (3) months shall have available, any unused Sick Leave previously earned, effective at the time they are recalled.
- (F) An employee who transfers from one department to another, within the Bargaining Unit covered by this Agreement, shall transfer with him/her any unused Sick Leave.
- (G) Employees on Leave of Absence without pay, on Sick Leaves or Injury Leave shall not accumulate Sick Leave during such period.
- (H) Employees who regularly, work less than full time, shall accumulate Sick Leave at the established rate, pro-rated according to the average number of hours worked per day.
- (I) Each Department Superintendent shall be responsible for reviewing employee requests for Sick Leave and determining their validity. He/she may, with reference to the needs of this department, require prompt and daily notification from his/her employees of the necessity for taking sick leave. Prior notification should be provided by the employee whenever possible. The Department Superintendent shall require the report of a medical doctor or a doctor of osteopathy or a doctor of chiropractic, for any illness extending for more than three work days. The Superintendent shall refuse to allow use of Sick Leave, where in his/her judgment, there is insufficient evidence to support the employee's claim, or where he/she believes the employee has not exercised reasonable effort to promptly notify the department of his/her absence.
- (J) All payments for Sick Leave shall be made at the employee's full current rate of pay, where all other conditions, of the Sick Leave plan have been complied with.
- (K) Employees who leave to enter the Armed Forces of the United States under the provisions of the Selected Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the City, have available any unused Sick Leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
- (L) An employee using Sick Leave during a period that includes a scheduled holiday, will be paid for the holiday. He/she cannot be paid, for both, on the same day, nor will he/she be charged for a day of Sick Leave.
- (M) Any claim for full Sick Leave pay, after the first three (3) days, must be substantiated by a written evidence signed by a medical doctor, a doctor of osteopathy or a doctor of chiropractic. Falsification of such evidence shall be cause for dismissal.
- (N) The current hours of un-used Sick Leave shall be printed on each employee's paycheck stub.
- (O) Employees on Sick Leave shall notify the Department Head (Supervisor), no later than, one-half hour after the start of the scheduled shift to be eligible

for Sick Leave pay.

- (P) In the event an employee becomes ill and is under the care of a licensed physician during his or her vacation, his or her vacation may be rescheduled.
- (Q) The current total of remaining paid time off shall be printed on each employee's paycheck stub.
- (R) All employees hired on or after the ratification of this Agreement shall be eligible to accumulate up to five hundred (500) hours of Sick Leave.
- (S) All employees hired on or after the ratification of this Agreement shall be entitled to a pay out of fifty (50) percent of his/her accrued Sick Leave at retirement or death.

Article 40. Funeral Leave

- (A) If a death occurs among members of an employee's immediate family (spouse, child, stepchild), the employee may be granted five (5) leave days, with pay, not deducted from Sick Leave. Additional leave may be granted but shall be deducted from Sick Leave.
- (B) If a death occurs among members of an employee's family (father, mother, step- father, step-mother, father-in-law, mother-in-law, sister, step-sister, brother, step-brother) the employee may be granted three (3) leave days with pay, not deducted from Sick Leave. Additional leave may be granted but shall be deducted from Sick Leave.
- (C) If a death occurs among the relatives (grandfather, grandmother, step-grandfather, step-grandmother, grandson, granddaughter, step-grandson, step-granddaughter, Aunt and/or Uncle of the employee or spouse and brother-in-law, sister-in-law, son-in-law, daughter-in-law) of the employee, or the employee is a pallbearer at any funeral, the employee shall be granted one-day leave, with pay, which shall not be deducted from Sick Leave. Additional leave may be granted but shall be deducted from Sick Leave.
- (A) Employees who wish to attend the funeral of a fellow employee, may do so, and are allowed 1/2 day leave with pay charged against their accumulated leave bank, providing they attend the funeral.

When an employee acts as pallbearer for a fellow employee or retired employee they may be allowed one full day with pay not deducted from Sick Leave.

Article 41. Jury Duty

An employee shall turn over his/her jury duty pay to the City and will be paid his/her regular pay by the City.

Article 42. Residency

Unless otherwise required by law superseding this Agreement, all members of the Bargaining Unit are required to reside within twenty (20) miles of the nearest City of St. Clair boundary.

Article 43. Pay Periods

Pay periods for all hourly rated employees will remain as is, i.e. beginning at 12:01 a.m. on Mondays and ending at 12:00 p.m. on the following Sunday. Pay checks will be issued on the Friday following the end of the pay week.

Article 44. Tool Replacement and Clothing Allowance

- (A) The mechanic shall provide the City Superintendent an annual written inventory of all his tools and make, thereof. When the current year inventory is compared to the prior year inventory, the lost or broken tools identified by the comparison will be replaced by the City on an annual basis. Said inventory shall be provided to the City Superintendent between October 1 and October 20 of each contract year. Failure by the mechanic to provide the inventory each contract year between October 1 and October 20 shall relieve the Employer of any obligation for tool replacement under this Article for that contract year. The City will reimburse the mechanic for theft insurance added to his homeowner's policy for tool replacement based on the initial appraised value of the tools and the appreciated/depreciated value of the tools upon time of settlement of any claims. A police report will be required.
- (B) Each employee shall receive annually, on or about October 1, a clothing allowance of \$300.00 as reimbursement for the expense of working attire.
- (C) For all employees who are required by job analysis to wear steel toed safety shoes, the City will pay \$120 toward the purchase of the first pair of boots, and the clothing allowance for affected employees will be increased to \$325 in the second and third years of the contract.

Article 45. Retirement System

- A. The City will maintain its membership in the Michigan Municipal Employees Retirement System, with the benefit program, B-4 plan, with F-55 (for 25 years of service), FAC-3, with riders E-1 and E-2. Effective 10/1/12 current employee total contribution rate shall be five percent (5%) Effective 10/1/13 current employee total contribution rate shall be seven percent (7%). Employees who are hired on or after the ratification of the 2011-2014 agreement shall be provided with the Michigan Municipal Employees Retirement System (MERS), "C" pension plan, with no employee contribution.
- B. Employees hired on or after the ratification of the 2020 Collective Bargaining Agreement are not eligible for the Defined Benefit Pension Plan set forth, above. The City will provide retirement benefit coverage for all full-time Employees hired after the ratification of the 2020 Collective Bargaining Agreement, in accordance with, the Municipal Employees Retirement System (MERS) Defined Contribution Plus Plan. The Defined Contribution Plus Plan will include a Defined Contribution (401(a)) component, as well as a Deferred Compensation (457) component.
 - i. The Employer's contributions to the 401(a), on behalf of the employee, shall be 4% of the employee's base wages. An Employee shall not be vested in the Employer's contributions until he or she has worked 36 complete months with the Employer as a full-time employee.
 - ii. The Employer shall establish a 457 Deferred Compensation program provided by the Municipal Employees Retirement System (MERS). Upon establishing the 457 MERS Plan, the City shall have no legal obligation to continue the 457 Plan offered

by ICMA. All Employees shall have the ability to contribute as much as they wish up to the IRS limit to the MERS 457 Plan. The Employer will match an employee's contribution to the MERS 457 Plan, dollar-for-dollar, up to the first 6% of base wages to the Employee's 401(a). The Employer will report and transfer all contributions to MERS on, no less than, a monthly basis. An Employee shall not be vested in the Employer's contributions until he or she has worked 36 complete months with the Employer as a full-time employee.

- iii. The total employer contribution to the 401a and 457 plans shall not exceed 10% of the employee's base wages.
- iv. This Section B is subject to state and federal tax law and changes in IRS rules and regulations.

C. Conversion: Employees hired before the ratification of the 2020 Collective Bargaining Agreement, who are currently are under the MERS "C" Plan and who are not vested, will be given a limited window period, as determined in its discretion of the employer and consistent with Section 64 of the MERS Plan Document, during which they may opt out of the Defined Benefit Plan and elect participation in the Defined Contribution Plan, set forth above, in paragraph B. Employees must follow all established rules and procedures as required by MERS to effectuate the conversion. The employer may, at its discretion, choose to open a window period again, at a later date. Once an employee elects to participate in the Defined Contribution Plan, the decision is irrevocable; the employee cannot revert to the Defined Benefit Plan.

Employees electing to participate in the Defined Contribution Plan shall have the actuarially determined value of their Defined Benefit Plan rolled over into the Defined Contribution Plan, and shall be immediately vested.

Article 46. Union Bulletin Boards

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

1. Notices of recreational and social events.
2. Notice of elections.
3. Notice of results of elections.
4. Notice of meetings.

These bulletin boards shall not be used by the Union for disseminating propaganda and, among other things, shall not be used by the Union for posting or distributing pamphlets on political or other controversial matters. The Union shall have the exclusive right to the use of these bulletin boards.

Article 47. Safety Committee

A Safety Committee of employees and the Employer representatives is, hereby, established. This committee will include representatives of each department and shall meet when necessary during regular daytime working hours, for the purpose of making safety recommendations.

Article 48. Veterans and Veterans Law

The Employer, hereby agrees, to comply with all applicable federal and state laws regarding military leaves of absence and the rights of veterans.

Article 49. Past Practices

The parties expressly declare that they have bargained between them on all phases of hours, wages and working conditions and without reservation or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining and during the life of the Agreement may not be raised for further bargaining or negotiation without the written consent of all the parties, hereto. Further, the parties agree that the Employer is not required to continue any practices or working conditions which it may have, heretofore granted, unless specifically required by the terms of this Agreement.

Article 50. Validity

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement. In the event that it is determined that this Agreement is in violation of any executive order of the President of the United States or any regulations promulgated thereunder, the parties agree to immediately commence negotiations to amend this contract to comply with said orders or regulations. The parties also agree to abide by the provisions of the Americans with Disabilities Act of 1990.

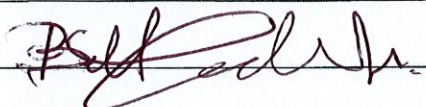
Article 51. Supplemental Agreements

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days following the conclusion of negotiations.

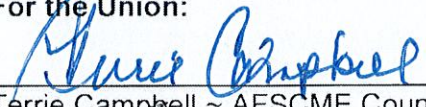
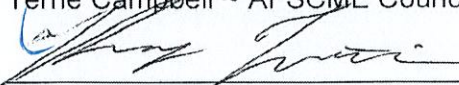
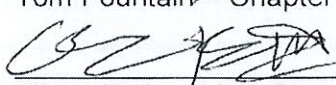
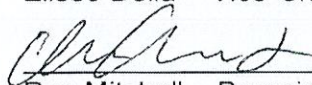
Article 52. Termination and Modification

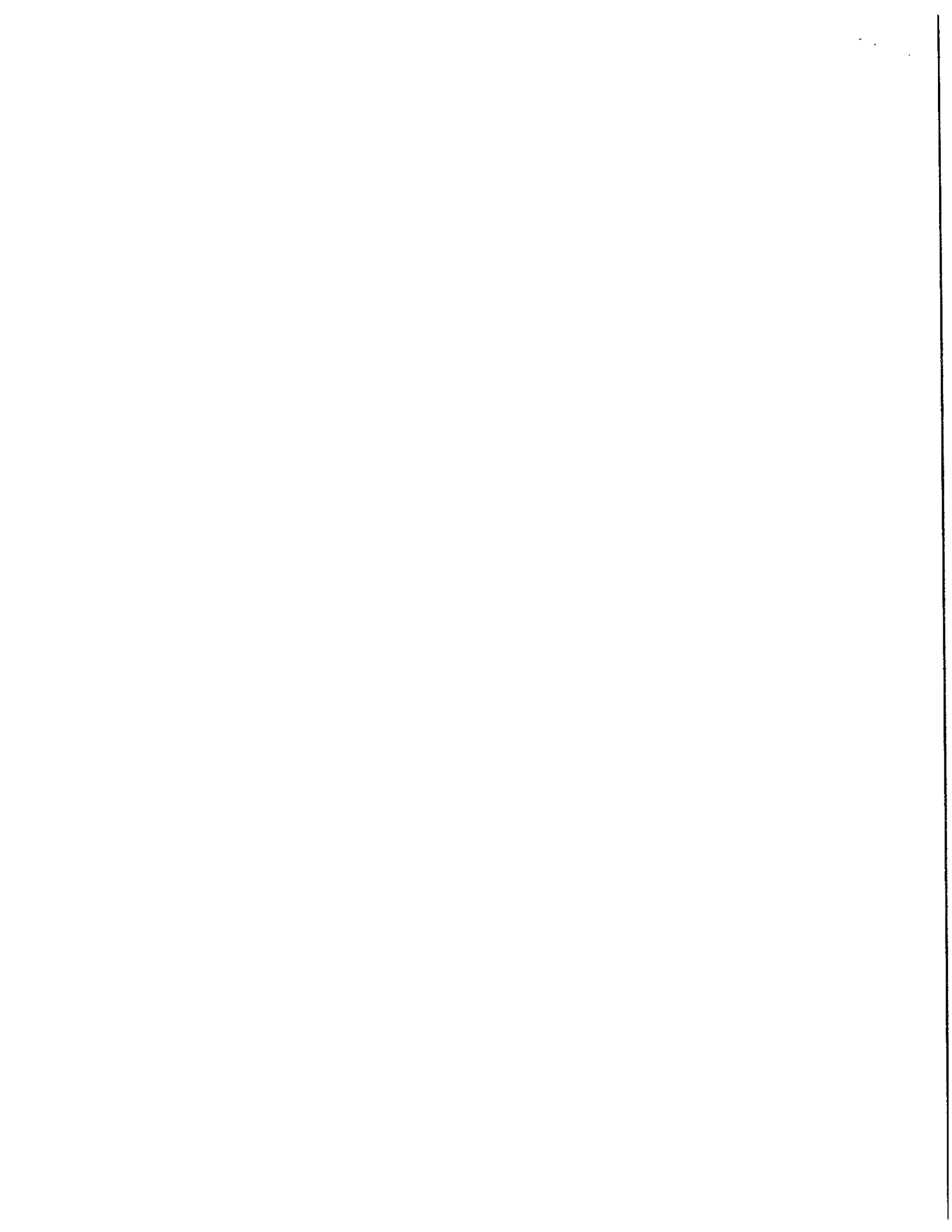
- (A) This Agreement shall continue in full force and effect, until September 30, 2024.
- (B) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each 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 the current year's termination date.
- (C) If either party desires to modify or change this Agreement, it shall, prior to July 1, 2019, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Notice of amendment of this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (D) Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, Michigan AFSCME, Council 25, 1034 N Washington, Lansing, MI 48906 and to the Employer, or any other such address as the Union or Employer may make available to each other.

For the Employer:

<u>Wann Rothe</u>	<u>11/19/2020</u>
	Date
<u>Ryan Jantuni</u>	<u>11/19/2020</u>
	Date
<u></u>	<u>12-8-20</u>
	Date

For the Union:

<u></u>	<u>11.21.2020</u>
Terrie Campbell ~ AFSCME Council 25	Date
<u></u>	<u>11/19/20</u>
Tom Fountain ~ Chapter Chairperson	Date
<u></u>	<u>11/19/20</u>
Eliseo Delia ~ Vice-Chapter Chairperson	Date
<u></u>	<u>11/19/20</u>
Ron Mitchell ~ Bargaining Member	Date



APPENDIX A

CITY OF ST. CLAIR HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM

Should the Health Care Premiums increase more than nine (9) percent in any given plan year, the parties shall enter, into negotiations on health care.

(1) Waiver and Amount of Payment:

Employees/retirees may waive the City health, prescription drug, dental and optical insurance provided under this agreement any time during the year by notifying the Payroll Clerk and signing a waiver form. In return for this waiver, eligible employees/retirees will receive a cash payment equal to a portion of their monthly premium for health, prescription drug, dental and optical insurance for every six-month period in which they elect not to participate in the city's health insurance programs:

- (a) Administrative, POLC and AFSCME Employees — one half of their monthly premiums, not to exceed the value of a single person premium
- (b) Administrative and AFSCME Employees who retire from the City - 80% of one half of their monthly premiums, not to exceed 80% of the value of a single person premium
- (c) POLC Employees who retire from the City — one half of their monthly premiums, not to exceed the value of a single person premium

(2) Payment Schedule:

Cash payments will consist of two (2) payments. The first payment shall be made with the last pay in June and the second payment shall be made with the last pay in December.

If an employee/retiree enters the program during one of the above periods, the payment will be prorated by month and will be paid according to the above schedule. Payment will be made for full months only. Payments will be made after each period in which the employee/retiree does not participate in the City's health insurance programs, as described above.

(3) Eligibility:

To take advantage of this cost containment program, employees/retirees must meet the following criteria:

- (a) The employee/retiree must show written proof of health insurance coverage elsewhere. A valid insurance coverage elsewhere. A valid insurance carrier identification card would meet this criteria.
- (b) Employees/retirees whose spouses are City employees are not eligible for this program.
- (c) Employees/retirees must complete a Health Insurance Waiver form in the Employee Benefit Office.
- (d) The individual must be currently employed by the City, or be a retiree having retired after attaining the required age and years of service and drawing retirement benefits, until the age of Medicare eligibility

(4) Re-Entry into the City's Health Insurance Program:

Employees/retirees who have elected not to participate in the City's health insurance programs may re-enter the City's programs only during the annual Open Enrollment Period. If an employee's/retiree's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, such employee/retiree may petition the Payroll Clerk to be reinstated in the City's Health Insurance Program. The decision regarding reinstatement will be made by the City Superintendent.

(5) Termination of the Program:

The City reserves the right to terminate this program at any time. In the event of a termination, the program will officially expire at the end of the next Open Enrollment Period.