

AGREEMENT BETWEEN
CITY OF CHARLEVOIX
AND
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Including Appendix "A" and "B"

September 2, 2018 through September 1, 2021

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AGREEMENT

An AGREEMENT, made this 20th day of August 2018, effective September 2, 2018 unless otherwise stated, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the "City" or "Employer," and the COMMUNICATION WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions that shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Section 1.1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 79, P.A. 1965, as amended, the Employer hereby recognizes the Union as the exclusive collective bargaining agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the Employer's employees included in the bargaining unit described below:

All full-time, regular, non-uniformed employees and all full-time regular clerical employees; BUT EXCLUDING elected officials, technical and professional employees, part-time , temporary and seasonal employees, confidential employees, supervisory and all other employees.

- (a) Part-time employee is an employee hired to work a regular or irregular schedule of hours less than a full-time employee.
- (b) Temporary employee is an employee hired for a specific task or for a specific time. Ordinarily, such period of time shall be thirty (30) days but exceptions may be made.
- (c) Seasonal employee is an employee hired for a specific season as determined by the Employer. Ordinarily, seasonal employees are hired to work during a calendar season. The summer season for example, runs from May 15 through September 15.
- (d) Confidential employee is an employee whose access to confidential personnel files or to knowledge pertinent to the labor relations activity of the Employer makes it inappropriate for inclusion in the bargaining unit.

ASSOCIATION SECURITY AND CHECKOFF

Section 2.1. Union Security. The Union and Employer agree that if, during the term of this Agreement, Michigan Freedom-to-Work, Public Act 349 is repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, Section 2.1 of the parties' 2012-2015 CBA shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Section 2.2. Dues Checkoff Authorization. For those employees for whom properly executed payroll deduction authorization forms were delivered in the past, or are delivered in the future, to the Employer's payroll office, the Employer will deduct from such employees' pay, the monthly dues and/or initiation fees as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made to the Union. The Employer will also provide to the Union a list of names of employees hired or rehired, those returning from military service, and those who have revoked the deduction of dues checkoff authorization. The Union shall notify the Employer in writing of the amount of the dues to be deducted, and of any changes made to the amount of dues to be deducted. The Employer shall not be liable to the Union under this Section, for the remittance or payment of any sum other than constituting actual deductions made from employee wages. If a dispute arises as to whether or not an employee has properly executed a written authorization, the Employer will notify the Union in writing, and no further deductions will be made until the matter is resolved. If a dispute arises as to whether or not an employee has properly revoked a written authorization, the Employer will notify the Union, and the Union will advise the Employer of whether the attempted revocation is proper, and whether dues should continue to be deducted, pending receipt of a proper revocation.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of or by reason of action taken in reliance upon individual employee authorization forms, or by reason of the Employer's dues deduction compliance with the provisions of this Section.

REPRESENTATION

Section 3.1. Stewards.

- (a) The Employer agrees to recognize six (6) stewards selected or elected by the Union to function in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established in this Agreement. One of the stewards shall be designated as Authorized Union Representative.
- (b) The Union agrees to advise the Employer in writing of the names of its

stewards and alternates before recognition of their representative capacity begins and to provide an annual update on or before January 1 of each year. If stewards change throughout the year, the City will be notified.

- (c) The Union shall have the right to elect or select alternates who shall serve only in the absence of the officially recognized steward.
- (d) The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours which would in any way disrupt or affect their work or that of other employees.
- (e) Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of two (2) Union employees. The duty of the collective bargaining committee is to meet with management representatives for purposes of contract negotiations and grievance administration.

RIGHTS OF EMPLOYER

Section 4.1. Management Rights.

- (a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish, modify or discontinue classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct and determine the work force including the hours of work; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees through evaluations or other means; to establish training requirements for purposes of maintaining or improving the skills of employees and for advancement. All such rights are vested exclusively in the Employer.

- (b) The Employer shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.
- (c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as expressly abridged or modified by this Agreement, all of the rights, power and authority possessed by the Employer are retained by the Employer and remain within the rights of the Employer.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of this Agreement during the term of this Agreement.

Section 5.2. Grievance Steps. All grievances shall be processed in the following manner:

- Step 1. Verbal Procedure. An employee who has a complaint must submit his/her complaint orally to his/her department head or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The department head or designee shall give the employee an oral answer to his complaint within twenty-four (24) hours.
- Step 2. Written Procedure. To be processed under this grievance procedure, a grievance must be reduced to writing by the job steward (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to his/her department head within ten (10) calendar days after the occurrence of the event upon which it is based. The employee's department head shall give a written answer to the job steward within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the job steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy retained by the department head. If the answer is unsatisfactory, the job steward shall so indicate on the grievance form, thereby

appealing the grievance to the Third Step.

- Step 3. If the grievance has not been settled in Step 2 and if it has been appealed to Step 3, the Authorized Union Representative shall communicate with the City Manager in writing within five (5) regularly scheduled working days after receipt of the Step 2 answer for the purpose of establishing a Step 3 grievance meeting. If such written request is made, the City Manager and/or his/her designated representative shall meet with the Union representatives, not to exceed two (2) employees, within seven (7) calendar days thereafter to discuss the grievance. A written Step 3 answer to the grievance shall be given to the Union within five (5) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the City Manager. If the answer is unsatisfactory, the Authorized Union Representative may appeal the grievance to arbitration as set forth in Section 5.3.

Section 5.3. Arbitration. The Union may appeal the Employer's decision to arbitration during the term of this Agreement on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within thirty (30) days after receipt of the Employer's last answer.

Section 5.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Michigan Employment Relations Commission. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the Employer. Each party shall pay the expenses, wages and any other compensation of its own non-employee witnesses and representatives.

Section 5.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union or Employee fails to present a grievance in time or advance it to the next step in a timely manner, the grievance shall be considered settled. If the Employer fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon notice. The time limits may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturday, Sunday and recognized holidays shall be excluded from the time periods specified in the Grievance and Arbitration Procedure.

Section 5.7. Policy Grievances. Grievances on behalf of an entire department or the entire bargaining unit shall be filed by the Chairman of the Union Grievance Committee and shall be processed starting at Step 3.

Section 5.8. Meetings - Lost Time. Meetings of the joint grievance committees provided for in Step 3 of the Grievance Procedure shall be held at a time mutually agreed upon between the City Manager and the Union representative on the day for which they are scheduled. The Union committee members, employed by the City, not to exceed a total of two (2) in number, shall be paid their straight time hourly rate of pay for time necessarily lost from their regularly scheduled work to attend such meetings.

Section 5.9. Negotiations. Pay treatment for those employees engaged in negotiations between the Employer and the Union will be as provided in Section 5.8. Not more than two (2) Union employees will be engaged in negotiations at a specific time.

DISCHARGE AND DISCIPLINE

Section 6.1. Discharge.

- (a) The Employer agrees that non-probationary employees shall not be discharged without just cause, in appropriate situations the Employer shall initially place the employee on a disciplinary suspension, without pay for up to five (5) days before converting the suspension to a discharge, if appropriate. During the suspension period, the employee may request a meeting between the City Manager and Union representatives by submitting a grievance commencing at Step 3. After such meeting, the City Manager shall determine what penalty, if any, is appropriate, including converting the suspension into a discharge. The Union may request another Step 3 meeting with the City Manager or appeal his decision to arbitration by filing a timely request in accordance with the arbitration procedure established in this Agreement
- (b) Any employee who is to receive a disciplinary suspension or discharge, may upon request, have his steward present.

NO STRIKE - NO LOCKOUT

Section 7.1. The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, or strike. The Employer agrees that during the same period, there will be no lockouts.

Section 7.2. Penalty. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged at the discretion of the Employer. However, it is understood and agreed that the question as to whether an employee's conduct is such as is proscribed by this Section may be processed under the Grievance Procedure starting at Step 3 thereof, provided a written grievance is presented to the City Manager within five (5) calendar days after the date upon which the employee was disciplined or discharged.

SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer and since which he has not lost his seniority under Section 8.4. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs, except as hereinafter provided.

Section 8.2. Probationary Employees. The probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. All new, full-time, regular employees shall complete three (3) consecutive months of probationary employment with the Employer, which may be extended up to an additional three (3) months upon mutual agreement between the City and the Union.

During the probationary period, the employee shall have no seniority and may be terminated or laid off by the Employer at any time without regard and without recourse to this Agreement. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 8.3. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each three (3) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 8.4. Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate:

- (a) If he/she quits, retires or is justifiably discharged.
- (b) If, following a layoff, he/she fails or refuses to notify the City of his/her intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the Employer, or having notified the City of his/her intention to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he/she is absent for three (3) consecutive regularly scheduled working days without notifying his/her department head prior to or within such three (3) day period of a justifiable reason for such absence.
- (d) When he/she has been laid off for a period of twenty-four (24) or more consecutive months.

Section 8.5. Layoff and Recall.

- (a) When it becomes necessary to reduce the size of the work force in a classification, probationary employees shall be laid off first, except in those individual instances where certification or licenses prevail, and providing there are employees with seniority who are able and have the ability to satisfactorily perform the work of the probationary employees within a ten (10) working day trial period. Thereafter, the employees with the least seniority in the classification affected shall be laid off and subsequently following seniority.
- (b) Recall to work following a layoff shall be in order of seniority, provided the employee recalled has the ability to satisfactorily perform the work required within a ten (10) day trial period. Said employees will be offered work in other classifications wherever feasible, before a new employee is hired to fill any openings.
- (c) For the purposes of the layoff and recall procedure, the various classifications listed in Appendix "A" shall be considered individually.
- (d) If an employee is laid off he/she may bump into another classification provided that he/she has the greater seniority of the employee he/she will replace and, provided further, that the employee has the ability to satisfactorily perform the required work within a ten (10) working day trial period. If the employee is bumping into a lower or equal-rated classification he/she will receive the maximum of that classification.

Section 8.6. Posting. When it is necessary to fill a new regular job classification or vacancy in an existing job classification, such opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regular scheduled working days during which period employees may bid for such opening or vacancy by signing their names on such posting. From among the employees signing the posting who meet the requirements of the job, the one who best meets the requirements shall be awarded the same. If two or more bidding employees who meet the requirements of the job have substantially the same abilities, the employee with the most seniority will be awarded the job. If there are no bidders or if among those who bid there are none who appear to have the ability to readily learn to perform the job requirements as above provided, the Employer may hire new employees for such classification.

- (a) When an employee is awarded a job under this Section, he/she may be removed therefrom any time there is substantial evidence that he/she is or will be unable to satisfactorily perform the requirements of the job. In the event an employee is so removed from his/her job, pursuant to this subsection, he/she shall be returned to the last previous regular job classification he/she had occupied prior to bidding.
- (b) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding six (6) months. Any employee who is removed from a job classification for which he/she had bid because of his/her inability to satisfactorily perform the requirements thereof, as provided in subsection (a) above, shall be ineligible to bid for another job during the six (6) month period following the date of the setback.
- (c) Employees who are awarded a job under this Section shall be so notified and a notice designating the successful bidder shall be posted on the City's bulletin board for a period of five (5) calendar days immediately following the award. The posting of said notice shall constitute notice to all employees for the purpose of Section 5.1.

Section 8.7. Transfers. The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. In lieu of layoff, the Employer may transfer the least senior employee in the classification to another regular job classification where there is available work and where the employee has the ability to satisfactorily perform the required work. If the least senior employee is not able to perform the required work, the second least senior employee and subsequently following seniority, shall be selected for transfer until an employee is selected for transfer that has the ability to satisfactorily perform the required work. Posting as outlined in Section 8.6 shall take

place prior to any transfer.

Section 8.8. An employee who, after the effective date of this Agreement, is promoted or transferred from a bargaining unit job to a supervisory or other non-bargaining unit job with the Employer, shall retain the seniority he had acquired as of the date of such promotion or transfer and shall accumulate seniority during the first six (6) months of such promotion or transfer. In the event, during such six (6) month period, such employee is removed from his/her supervisory or other job with the Employer for any reason other than discharge, for reasons considered valid under this Agreement or at his/her own request, such employee shall be allowed to exercise his/her seniority to return to a job opening within the bargaining unit which he/she has the then present ability to satisfactorily perform. If the promotion or transfer of such employee from the bargaining unit continues for a period of more than six (6) months, such employee's seniority shall terminate, and if he/she is returned to the bargaining unit, his/her seniority shall commence anew, without bumping any present employee.

LEAVES OF ABSENCE

Section 9.1. Personal or Union Leave. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may be extended for good cause, without pay and without loss of seniority to an employee who has completed his/her probationary period, provided in the judgment of the Employer, such employee can be spared from his/her work. Time spent on Union business which results in absence from his/her regularly scheduled tour of duty by an executive board member of the Union, other than City grievances or meetings, shall be paid by the Union and considered on such employee's records as "Absent Union Business" or "AU", provided that the Employer first approves the leave of absence.

Section 9.2. Medical Leaves of Absence and Family and Medical Leaves of Absence. Under the provision of the Federal Family and Medical Leave Act (FMLA), upon request, an employee who has been employed by the City for at least twelve (12) months and worked 1250 hours during the previous twelve (12) month period, may take 12 weeks of unpaid, job protected leave in a twelve (12) month period:

- to care for the employee's own serious health condition.
- to care for the employee's newborn or recently adopted child.
- to care for a foster child placed with the employee.
- to care for the employee's spouse, parent, or child with a serious health condition.
- to care for the employee's spouse, son, daughter, parent or next of kin who is a covered service member.
- because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).

Employees should refer to Appendix B for more information on requesting an FMLA leave and for information on their rights and responsibilities under this Act.

Those employees who are not eligible for a FMLA leave of absence, who because of personal illness, injury, or temporary disability are physically unable to report for work shall be given a medical leave of absence without pay upon exhaustion of his/her accumulated sick leave hours and without loss of seniority provided he/she promptly notifies his/her department head of the necessity therefor, and provides medical certification from a medical doctor of the necessity for a leave of absence.

Medical and FMLA leaves of absence with seniority accruing shall not exceed one year unless otherwise approved by the Employer.

Section 9.3. Military Leave. Leaves of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations or required tours of duty. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of his orders.

A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and any other applicable laws then effective.

Section 9.4. Jury Duty Leave. A regular employee who has completed his/her probationary period, and is summoned and reports for jury duty, as prescribed by applicable law, must provide prior written notice to their Department Head. The employee shall be paid by the City for a day(s) or partial day(s) of jury duty what he/she would have earned from the City on that day based on his/her regular straight time hours at his/her current rate of pay, providing any and all payment(s) from the Court are turned in to the Treasurer's office. It is required that an employee return to his/her scheduled work should jury duty not consume a full day.

The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year, unless extended by the City Manager for extenuating circumstances.

Section 9.5. Seniority During Leaves of Absence. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any non-paid leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.6. Medical Coverage During Leaves of Absence. If an employee is provided group health insurance prior to the leave of absence, the employee is entitled to the

continuation of the group health insurance coverage during an approved FMLA leave. If family member coverage is provided to an employee, family member coverage will also be maintained during the FMLA leave. Employees on workers compensation, who have a qualifying “serious health condition” under FMLA, are also entitled to continue their group health insurance coverage.

If leave hours are being used during the FMLA leave, the employee’s share of group health plan premiums will be deducted through payroll deduction. If the employee is not using leave hours, and is therefore on an unpaid FMLA leave, the employee must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.

Group health insurance coverage shall terminate after the first thirty (30) days when an employee is on an un-paid, non-FMLA leave of absence, or any other unpaid leave of absence except in a worker's compensation related situation where sixty (60) days shall govern rather than thirty (30) days.

Section 9.7. Funeral Leave. In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee. Additional personal, sick or vacation leave may be granted from the employee’s unused leave banks, not to exceed sixteen (16) hours. Additional hours may be granted without pay when extenuating circumstances warrant same.

Section 9.8. Parental Leave. An employee shall, after the birth of his/her child or adoption of a child, be granted eighty (80) hours of paid parental leave to bond with the child. This time can be taken in a block of time or intermittently as needed. This grant will expire and must conclude within twelve (12) months after the birth or adoption. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. Requests for time off must follow the same process as requests for sick, personal and vacation leave.

SICK LEAVE AND SHORT TERM/LONG TERM DISABILITY

Section 10.1. Sick Leave Credit. On January 1 of each year, eligible employees are credited with ninety-six (96) hours of sick leave. Sick leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date identified below.

Hire Date or Date Returned to Work	Sick Leave Hours	Hire date or Date Returned to Work	Sick Leave Hours
January - February	96	July - August	48
March - April	80	September- October	32
May – June	64	November - December	16

- (a) Unused paid sick leave hours may be accumulated from year to year up to a maximum of 248 hours.
- (b) On December 31st of each year, if the number of accumulated sick leave hours for an individual exceeds 152 hours, then the employee will be paid for those hours in excess of 152 hours at half (1/2) the employee's current rate of pay.
- (c) Effective September 2, 2018, a "2018 Frozen Sick Leave Bank" will be established in consideration of the change in the method employees will accumulate sick leave hours. All employees will be credited with sick leave hours they would have accrued from September 2, 2018 through December 31, 2018. If those credited sick leave hours, combined with employees unused sick leave balance as of September 1, 2018, exceed 248 hours, those remaining hours will be placed in the "2018 Frozen Sick Leave Bank". Any use of frozen sick leave hours will be at the rate of pay the employee was receiving on September 1, 2018.

Section 10.2. Sick Leave Usage. Qualified employees, subject to the provisions set forth in these Sections, shall be eligible to use their unused accumulated sick leave hours in not less than one quarter ($\frac{1}{4}$) hour increments under the following terms and conditions.

- (a) In order to qualify for sick leave payments, the employee must report to his/her department head per the department's process not later than one-half ($\frac{1}{2}$) hour before his/her normal starting time on the first day of absence unless, in the judgment of the City, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon as is possible.
- (b) Employees are eligible to use sick leave hours for personal illness, injury, serious health condition, or temporary disability that necessitates absence from work. Employees can also use sick leave hours to attend doctor, dentist, or other recognized practitioner to the extent required to complete such appointments.
- (c) Employees are eligible to use sick leave hours for illness or injury in the immediate family necessitating absence from work. Employees can also use sick leave hours to accompany an immediate family member to a doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Immediate family is defined as the employee's spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee.

- (d) All sick leave usage requires the submission and approval of a "Request for Absence Report" form.
- (e) In the event of an absence of more than five (5) regularly scheduled working days, or if the Employer has reason to believe an employee is misusing paid sick leave, the employee will be required to provide a medical certification signed by the physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date. Before the employee returns to work he/she must present a fitness for duty medical statement from his physician.
- (f) When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he/she shall be entitled to utilize his/her unused sick leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may also use frozen sick leave hours to make up the difference but only after they have exhausted their regular sick leave hours.
- (g) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 10.3 Short Term and Long Term Disability Plan. The City agrees at its expense to establish and maintain for all eligible employees, a short-term and long-term disability program, through an insurance carrier of the City's selection. Disability benefits are governed by the Plan Document and/or the Summary Plan Description.

- (a) The Short Term Disability Plan will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which were being earned immediately prior to the disability.
- (b) The Long Term Disability Plan will provide monthly benefits equal to 60% of the employee's base earnings, which were being earned immediately prior to the disability
- (c) The waiting period before disability payments can be issued is fourteen (14) calendar days. Employee may use sick, personal, vacation leave hours to satisfy the waiting period. Frozen sick leave hours can also be used, but only if regular sick leave hours have been exhausted. If applicable, parental leave may also be used to satisfy the waiting period.

- (d) Employees may use available sick, vacation, personal leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under the Disability Plan and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may use frozen sick leave hours, once the regular sick leave benefits are exhausted, to supplement the disability plan; however those hours will be paid at the rate of pay the employee was receiving on September 1, 2018.

Section 10.4 Sick Leave Payouts.

- (a) If and when an employee quits or is discharged from his/her employment, no payment for unused sick leave will be made.
- (b) When an employee retires under the City's retirement program, he/she shall be entitled to be paid one-half ($\frac{1}{2}$) of his/her accumulated unused paid sick leave hours as of the date of retirement. Payment is at the employee's last rate of pay.
- (c) Employees who have sick leave in the "2018 Frozen Sick Leave Bank" and retire under the City's retirement program will be paid one-half of their accumulated unused sick leave up to a maximum of 320 hours. Payout of frozen sick leave hours will be at the rate of pay the employee was receiving on September 1, 2018.
- (d) If an employee who has quit, retired or been discharged from his/her employment is subsequently rehired, such employee shall, as any other new employee, only accumulate paid sick leave hours as set forth in Section 10.1.
- (e) In the event an employee is laid off from work, he/she shall, upon his/her return to work, be credited with all of his/her unused sick leave hours that he/she had prior to his/her layoff.

HOURS OF WORK AND OVERTIME

Section 11.1. Workweek - Workday. Other than employees at the Water Treatment Plant and Wastewater Treatment Plant pursuant to subsection (b), the normal hours of work shall be eight (8) hours per day. However, nothing contained herein shall be construed as a guarantee of eight (8) hours of work or pay per day.

- (a) The normal hours of work per week are forty (40).
- (b) At the Employer's discretion, the scheduled workweek at the Water

Treatment Plant and Wastewater Treatment Plant may be revised from five (5) – eight (8) hour days to four (4) – ten (10) hour days.

- (c) For those employees who are covered by this Agreement who work at the various City recreational facilities, except the golf course, ski hill and ice rink, their schedules will be determined at the beginning of the opening of the facility. Employees covered under this Agreement who work at the cemetery may be rescheduled to work at the various winter facilities or to other work which is the responsibility of the Employer. Such scheduling will be determined at the beginning of the opening of the facility and the normal workweek shall be forty (40) hours.
- (d) The Employer shall establish work schedules, and such schedules may be changed by the Employer when required by operating conditions. The Employer agrees that the regular day or first shift shall not commence earlier than 5:00 a.m. Monday through Friday for both winter street maintenance and Water and Sewer Treatment Plant Operations and no later than 9:00 a.m. Monday through Friday for Water and Sewer Treatment Plant Operations. These shift start time restrictions shall not apply to or restrict standby or emergency operations, or reservoir or tower maintenance.

Section 11.2. Rest Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their regular shift and not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their regular shift. A similar break pattern shall also apply to overtime. It is considered appropriate, with the approval of the supervisor, to combine the two daily breaks into one (1) not to exceed 30 minute break taken at or near the midpoint of the first half of their regular shift.

It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of their job then being performed has been completed, and that in emergency situations, an employee may miss a given break or breaks.

Employees will be required to be ready to start work, including appropriately dressed, at the start of their shift and shall be required to remain at work until the end of their shift, except as above provided and except for a one (1) hour or one-half (½) hour unpaid lunch period at or near the midpoint of their regular shift.

Section 11.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer. All such overtime must be approved in advance by designated representatives of the Employer.

Section 11.4. Overtime Premium Pay. Employees shall receive time and one-half (1½) at their straight-time rate for all hours worked in excess of forty (40) in one workweek. There shall be no pyramiding of overtime premium pay. Unpaid leave shall not count as hours worked. Sick, vacation, personal, and holiday will be counted as hours worked for the purpose of computing overtime payments.

WAGES

Section 12.1. Classifications and Rates. The job classifications and applicable rates of pay therefore are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 12.2. New Classifications. If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within ten (10) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said ten (10) calendar day period, the rate range so assigned shall be implemented.

Section 12.3. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 12.4. New Employee Wages. New employees shall be paid the minimum rate for job classifications and shall receive maximum rate after ninety (90) days of employment.

Section 12.5. Job Transfer Rate. When an employee bids or bumps under the terms of this Agreement, the following provisions shall apply with respect to the applicable rate of pay:

- (a) When an employee is awarded a job for which the maximum of the rate is higher than his/her present job, such employee shall receive the minimum rate, or his/her present rate, whichever is greater, for the first thirty (30) calendar days on such job; thereafter, he/she shall receive the maximum rate.
- (b) When an employee is removed from a higher rate job due to his inability to satisfactorily perform the duties thereof, or such employee bids down, such employee shall receive the maximum rate under the new job classification, except in the case of new employees, the maximum rate will be paid only after the completion of the initial ninety (90) day probationary period.
- (c) When an employee is temporarily transferred for the convenience of the

Employer as provided in Section 8.7, such employee shall, during the period of such temporary transfer, receive the rate of pay he/she would have received in his/her regular job assignment, or if the period of such temporary transfer exceeds five (5) regularly scheduled working days shall thereafter receive the rate of pay he/she would have received had the job been awarded under the bidding procedure, whichever is the greater.

Section 12.6. Call-In. When an employee is called in to perform work at a time after he/she leaves the premises of the Employer, other than that for which he/she had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1 ½) for the work performed even if the employee has not yet worked 40 hours in a workweek. This provision shall not apply to employees who are called in for a period of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. If an employee is called in prior to his/her normal start of work on a normal workday, after the employee has worked eight (8) hours, the Employer at its discretion may not have the employee work any additional time. Employees who are required to work a given lunch period shall not be considered to have been called in to work under this Section.

Section 12.7. Premium Pay. Premium pay shall be paid under the following circumstances. The Employer reserves the right to select, appoint and remove lead men and there shall be no posting for the position. Selection of employees to gain additional training or licensing shall be at the sole discretion of the Employer. Premium pay shall be discontinued should an employee no longer maintain the position or license, for which they received the pay.

- (a) Lead Man: One dollar and fifty cents (\$1.50) per hour above the maximum of the rate range for the highest classification of employees whom they lead within their respective department.
- (b) Street Department:
 - (1) Mechanic/Diesel Operator and one other classification, at the discretion of the Employer, shall be eligible to receive forty cents (\$0.40) per hour premium upon obtaining and while maintaining a Certified Welder's License.
 - (2) Mechanic/Diesel Operator shall be eligible to receive a \$0.11 per hour premium each (\$0.44 per hour maximum) for obtaining and while maintaining up to a maximum of four (4) State of Michigan licenses, determined by the Employer to be mechanic-related, other than a license for engine repair, manual transmission and axles, tune-up, brakes or electrical system, or Certified Welder's License, which has an additional premium.
 - (3) Pesticide Application license: Thirty cents (\$0.30) per hour premium, per license for obtaining and while maintaining same, at the discretion of

the Employer. The same premium shall apply to other licenses, as determined by the Employer, necessary to complete the work.

- (c) **Electric Department:**
Journeyman Linemen shall be eligible to receive a \$1.00 per hour premium upon satisfactory completion of a training program in the safe operation and maintenance of the high-voltage switching and equipment at the substations and of the 15KV sub-transmission lines (e.g., reclosures, regulators, substation transformers, switches, controls and instrumentation, etc.). Such training program, its scheduling, training time pay if any, and satisfactory completion to be determined by the Employer in its sole discretion.

INSURANCE

Section 13.1. Health Care Insurance.

- (a) Monthly Premiums*. The city and eligible employees will share the cost of the health, dental and vision insurance premiums (inclusive of the Affordable Care Act taxes and fees) each paying the following proportions:

<u>Plan</u>	<u>City</u>	<u>Employee</u>
POS: \$250 Deductible	80%	20%
HSA	95%	5%

The employee premium will be withheld through payroll deduction. This cost sharing will be effective after ratification by the parties or, at the insurance contract year, if different, dependent upon the committee process and provider requirements and will remain in effect for the life of the agreement.

*As of September 24, 2011, PA 152 of 2011 is in effect. Per this act, City Council may elect to exempt itself every year from the requirements on an annual basis. If they do not, the provisions of the law will take place.

- (b) Plans and Benefits. A health care insurance committee is established consisting of two CWA unit employees the CWA selects, one non-union administrative employee, and the City Manager or his designee (and one POLC unit employee the POLC selects, upon participating). Annually the committee may meet to review the existing plan and potential new plans. The committee may select, by majority vote, which of up to two (2) plans shall be offered to unit employees. The Employer retains the right also to offer unit employees other plans and cost containment programs. Provided the plan(s) are available and can be provided by the carrier and otherwise can be administratively accomplished by the Employer, the unit employees individually, in writing, shall have the right to elect coverage under one of the above offered plans.

Should the committee not meet an August 1 deadline for plan selection, the Employer shall then offer the unit employees up to two (2) of the plans then being provided to the unit employees, provided such plan(s) remain available and can be provided by the carrier and otherwise can be administratively accomplished by the Employer. The Employer retains the right also to offer unit employees other plans and cost containment programs in addition to committee selection. The unit employees individually, in writing, shall have the right to elect coverage under one of these plans so that coverage is effective no later than October 1st that year.

The plan(s) selected by the committee and/or by the Employer as provided above shall be the sole plan(s) under which unit employees may elect coverage. Further, the Employer reserves the right to change insurance carriers, including self-insurance, provided the benefits remain substantially equal to the then current benefits.

- (c) Section 125 Plan. A Section 125 Plan (per IRS regulations) shall be made available to unit employees.
- (d) Opt-Out Reimbursement. The City will pay an annual cash reimbursement, based on the single coverage limit (set annually) that a public employer may contribute to a medical benefit plan set forth in MCL 15.563, as amended by 2013 Public Act 270, for the employee who elects not to participate in 1-Person (single), 2-Person (double) or family coverage.

To be eligible the employee must provide written certification that they waive their right to enroll in a City health care plan and proof of the employee's non-City provided health care insurance coverage.

Payment of the reimbursement will be made in twelve equal payments in the first paycheck of each month. (These reimbursement amounts are not wages for purposes such as retirement, overtime, etc., and are taxable income unless they are directly deposited into the City provided Section 125 Plan.)

- (e) ACA Provision. Since the details regarding the implementation and effects of the Affordable Care Act (ACA) have not been determined, the parties agree that, if, during the term of this agreement, the ACA as implemented renders all or part of this section illegal, unenforceable, or, in the City's determination unaffordable or impossible to perform, the parties reserve the right to re-open this section only to address such issues.

Section 13.2. Pension Plan. The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a F55/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. (Employees previously in the B-4 Frozen FAC Plan, will retain all benefits accrued through the previous B-4 Frozen FAC Plan).

The City shall pay 7.5% of the employee's gross wages into the City's current ICMA 457 plan on behalf of each employee. In addition, the City will match up to an additional 3%, equal to the employee's contribution, whichever is less.

Section 13.3. Life Insurance. The Employer agrees, for the life of this Agreement, to provide group life insurance benefits to those employees who qualify therefor, at standard insurance rates, in the amount of Twenty-Five Thousand Dollars (\$25,000). The policy shall have an A.D. & D. rider, with an insurance carrier or carriers authorized to transact business in the State of Michigan. Life insurance benefits will gradually reduce once the employee reaches age 65.

HOLIDAYS AND PERSONAL LEAVE

Section 14.1. Recognized Holidays. The following days shall be recognized as holidays upon which only necessary work will be performed:

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

If any of these holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday, and if any of these holidays occur on Sunday, the following Monday shall be recognized as the holiday and, to the extent possible, employees shall be excused on said holiday.

Section 14.2. Holiday Eligibility. To be eligible for holiday pay, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the department was scheduled to work on the last day the department worked before and the next day following such holiday, except in cases where the employee's absence on such day or days is due:

- 1) to the fact that such day or days occurred during his regularly scheduled vacation; or
- 2) to the fact that his absence on such day or days is of a nature which is compensable under this contract.

Section 14.3. Holiday Pay. Eligible employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday. If an employee is working a ten (10) hour day, four-day workweek and a holiday occurs, the employee will receive ten (10) hours pay rather than eight (8) for the holiday. When an eligible employee is required to work on any day celebrated as one of the above-named holidays, he shall be paid time and one-half (1-1/2) his straight-time hourly rate for the first eight (8) hours and shall

receive two and one-half (2-1/2) times his straight-time hourly rate for all hours worked beyond eight (8) hours that holiday.

Section 14.4. Holiday During Vacation. In the event a holiday occurs during an employee's vacation for which the employee would normally have received holiday pay, he shall be granted an additional day of vacation with pay.

Section 14.5. Personal Leave. Employees shall be compensated at their regular wage for twenty-four (24) hours of personal leave per calendar year subject to prior approval of the personal leave by the employee's immediate supervisor. Said personal leave hours shall be based at his/her straight-time hourly rate. No payment for unused personal leave is made upon an employee's departure. Personal leave shall not be carried over into the next calendar year.

- (a) If at an employee's hire date, leave of absence or layoff causes him to work less than a full year, the number of personal leave hours to which the employee shall be entitled shall be determined by the amount of work time remaining in the calendar year as follows:

Hire Date or Date Returned to Work Following a Leave of Absence or Layoff	Number of Personal Leave Hours
January, February, March, April	Twenty Four (24) Hours
May, June, July, August	Sixteen (16) Hours
September, October, November, December	Eight (8) Hours

VACATIONS

Section 15.1. Vacation Leave.

New employees, upon the completion of six (6) months employment, who work a forty (40) hour workweek schedule, shall be credited with forty (40) hours of vacation leave. Once the new employee has completed one full year (2080 hours) of employment, they shall be credited with an additional forty (40) hours of vacation leave. Upon completion of two full years of employment, the employee will be credited with vacation leave based on the following scale.

Regular full-time employees, who normally work a forty (40) hour workweek schedule, shall be credited with vacation leave at their anniversary date based on the following scale.

Credited Years of Full Time Employment as of Employee's Anniversary Date)	Vacation Leave Hours Credited on Employee's Anniversary Date
6 months	40
1	40
2	80
3	120
4	128
5	136
6	144
7	152
8	160
9	168
10	176
11	184
12	192
13	200

In consideration of transitioning from a calendar year accrual to an anniversary date accrual, employees will be credited in 2019 as follows:

On January 1, 2019, current employees will be credited with vacation hours according to years of employment identified in the scale below. Upon employee's 2019 anniversary date, employee will also receive a prorated credit to make them whole.

Example: An employee who on December 31, 2018, has reached seven (7) years of employment, will be credited with 152 vacation hours according to the scale below. Credit will occur on January 1, 2019. This employee, who has an April hire date, will also be credited with an additional 41 vacation hours on their April 2019 anniversary date. As a result, this employee would have a total of 193 vacation hours available to use until their April 2020 anniversary date.

Employee will follow the scale below on their 2020 anniversary date.

- (a) Vacation leave shall be the employee's regular straight-time hourly rate at the time the vacation leave is taken. An employee who works eight (8) hours a day, five days a week, shall record eight (8) hours of leave time when taking a day off on vacation leave. If the employee works a ten (10) hour day, four (4) day workweek, and takes a day off for vacation, he/she shall record ten (10) hours of vacation leave.
- (b) Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have

vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.

- (c) Illustratively, an employee who returns on August 14th of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.
- (d) All employees may carry over a maximum of eighty (80) vacation leave hours per year.
- (e) Unused and accrued vacation hours are paid upon an employee's departure.
- (f) When an employee leaves active employment or retires from City service, accrued and carry over vacation will not be considered as pay for the purpose of extending or further accumulating benefits, including health care, sick leave, vacation, etc.

Section 15.2. Vacation Requests.

- (a) The department heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.
- (b) Vacation time off shall not be for periods of less than one quarter (1/4) hour unless otherwise approved by the employee's department head in writing.
- (c) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his/her approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

MISCELLANEOUS

Section 16.1. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations not inconsistent with the Agreement. If a rule or regulation is established by the Employer, a written copy shall be served upon the Union. The Union shall have ten (10) days within which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Criminal Incident. If an employee is charged with an offense involving the misappropriation of the Employer's funds or property, drunkenness, conduct involving moral turpitude or any offense involving a police arrest, neither such charge nor any disciplinary action or discharge that may result from such action shall be subject to the Grievance Procedure set forth in this Agreement unless the grievance in such case is accompanied by signed authorization from the employee involved, authorizing the Employer to submit any and all information and facts pertaining to the case to whomsoever they may concern, which authorization must also release the Employer from any and all liability by reason of such disclosure.

Section 16.3. Bulletin Board. The Employer will provide a bulletin board in the garage, power house and City Hall upon which the Union shall be permitted to post notices concerning its business activities. Such notice shall contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.4. Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis, provided such subcontracting will not directly result in any employee being laid off from work.

Section 16.5. Supervisor Working. Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisory and other non-bargaining unit employees for the performance of work performed by bargaining unit employees in the same manner, under the same or similar circumstances and to the same extent such work was performed by such people prior to the execution of this Agreement.

Section 16.6. Separability and Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.7. City Policies. All City personnel policies and procedures apply to Union employees unless abridged or modified by this agreement. The agreement will be the governing document for such abridgements or modifications. However, said policies and procedures may be amended or changed by the City during the term of this agreement.

Section 16.8. Motor Vehicle License. Those employees working in job classifications necessitating the possession of a valid driver's license with appropriate endorsement must, as a condition of continued employment, maintain said valid license and

endorsement. An employee who fails to maintain a valid driver's license with appropriate endorsements or who becomes uninsurable or insurable only at increased rates, shall be placed on a disciplinary suspension without pay for up to ninety (90) days. If the driver's license and appropriate endorsement, together with normal insurability is not restored within the ninety (90) days, the employee shall be discharged.

- (a) The Employer agrees to pay for the endorsement on the license.

Section 16.9. Copies of Agreement. The Employer agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The Employer agrees to further provide the necessary additional copies for the Union on a cost basis.

Section 16.10. Equipment and Clothing. The Employer agrees to supply the necessary tools and supplies for all work operations. Should the Employer decide that uniforms are appropriate; it shall select, purchase and maintain the uniforms. The Employer agrees to furnish coveralls and provide outerwear to employees as deemed appropriate, at the discretion of the Department Head. The employee must wear the uniform during normal work hours.

Section 16.11. Gender. Reference to any gender shall equally apply to the other and vice versa.

Section 16.12. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.13. Physical Examinations. An employee must be physically and mentally capable of performing his duties as a condition of continued employment, and as such an employee may be required to take a physical or mental examination at the directive of the City Manager or his designee. Examinations will be performed by Employer-designated physicians and at the Employer's expense.

Section 16.14. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. This agreement may be amended or modified only in writing and signed by the appropriate parties to this agreement.

Section 16.15. Drug Free Workplace. In compliance with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here and further to notify the City Manager of any criminal drug statute convictions in the workplace, including on or off City premises while conducting City business, no later than 5 days after the conviction, allowing the City of Charlevoix to adhere to the reporting requirements of the law.

Employees are the City's most valuable resource. Employees' health and safety are of

vital concern. The City's and employees' lifeblood is being conscientious, productive and efficient in serving our citizens. The public has a right to expect that City personnel who serve the public are at all times both physically and mentally prepared to assume these duties and preserve the public's trust and confidence. The City of Charlevoix is committed to maintain a workplace free from drugs and alcohol. All employees are required to report to work fully able to perform their duties free from drugs and alcohol in their systems. Therefore, the City will not tolerate any illegal or unauthorized drug-related conduct or activity or alcohol abuse as prohibited by this Section. Being charged with a drug-related criminal offense shall constitute grounds for reasonable suspicion testing by the City within the provisions set forth in this Section. Conviction, guilty plea or plea of nolo contendere for a drug-related criminal offense shall constitute just cause for disciplinary action up to and including immediate termination from employment, with the proviso that the Union shall be allowed to challenge through the grievance procedure the existence of just cause, based on evidence of disparate treatment in the disciplinary penalty.

Employees have the right to work in an alcohol and drug free environment and not be subjected to the actual or possible adverse effects of drug and alcohol abuse. To protect the well being of the employees, the public and the City, this Section builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this Section provides for assistance in overcoming substance abuse where the employee voluntarily seeks assistance from the City, as provided below. Consent to and compliance with this Section is a condition of employment.

Employees are prohibited from the use, consumption, possession, storage, manufacture, distribution or sale of illegal drugs, including inhalants and marijuana, illegal drug paraphernalia and alcohol while on duty or when performing or expected or ready to perform work, including on lunch or rest breaks, whether on or off City premises. Employees shall not report to, or be at, work after taking illegal drugs or alcohol (provided that the alcohol breath level must be 0.02 or greater), regardless of when or where consumed. In addition, employees shall not intentionally misuse any prescription or over-the-counter medication, including, without limitation, using another individual's prescription medication, or providing a prescription medication to an individual other than the one for whom the prescription was written. Employees shall provide advance notification to their Department Head of the anticipated use of any medication that can, or does affect the employee's physical or mental ability to perform his/her required work.

All bargaining unit employees shall be subject to Department of Transportation ("DOT") drug testing policies and procedures, except as provided differently below, and except further, that employees working in non-DOT covered positions shall not be subject to random testing. In addition, employees shall be subjected to drug and alcohol testing based on: (i) reasonable suspicion, (ii) following a work related accident, (iii) following a layoff or leave of absence of greater than 30 days, or (iv) before being returned to duty after successfully completing a treatment program, both as approved by the City, where the employee voluntarily sought treatment and has not otherwise violated this Section. For such employees in (iv), above, the City agrees to pay 50% of costs for rehabilitation over and above what insurance covers. Follow-up testing of such employees after

returning to work following the successful completion of a treatment program shall be in accordance with DOT regulations.

Employees normally shall be sent for testing only while reporting to, or at work or on the Employer's premises, and shall be compensated for the time involved in the collection and testing. Reasons for testing shall be documented in writing and provided to the employee and to the Local Union President or designee prior to testing. Written consent of the employee is required prior to collection and testing, and any collection and testing conducted in the absence of such consent by the employee shall be invalid, along with the results obtained from such a test. A refusal by the employee to consent and to cooperate in any regard, including without limitation tampering or substitution of a specimen shall be just cause for disciplinary action, up to and including immediate termination from employment.

Employees notified of reasonable suspicion shall be offered union representation by a steward prior to testing, and if such representation is declined it shall be documented in writing and signed by the employee. In the event a union steward is not readily available, the Local Union shall be allowed to designate an alternate individual to serve as the employee's representative and at all times in advance shall have identified a list of such designees to the City Manager. These provisions apply to any search or inspection of, or involving, an employee or his/her personal effects and vehicle based on reasonable suspicion of the employee engaging in conduct prohibited in City employment.

Testing positive for an illegal drug, testing 0.02 or greater for breath alcohol, and any other violation of this Section shall be just cause for disciplinary action, up to and including immediate termination from employment. Just cause for termination is established under such circumstances absent a successful challenge through the grievance-arbitration provisions of this Agreement by the employee or Union to the basis for the testing, or test results. Grievances protesting errors or omissions in the collection or testing procedure, including chain of custody, must establish the existence of a material error or omission from the applicable DOT collection and testing procedures, or other material violation in order to successfully challenge the existence of just cause.

Section 16.16. Standby. In order to provide the Employer with sufficient staff ready to respond to emergency needs and in order to provide an equitable system to equalize overtime call-in opportunities among the employees, each employee shall be required to be on call under the following conditions, and subject to the following:

- 1) Require the following standby personnel:
 - Electric and Water - 2 employees
 - Street Department - 1 employee
 - Sewer and Water Plants - 1 employee
- 2) Require 100% participation of the employees, as skills allow.
- 3) Standby week shall start at 7:00 a.m. any day of the week at the City's

discretion, and continue for seven (7) consecutive days.

- 4) Pay will be made the pay period the standby hours were worked.
- 5) Water Treatment Plant and Waste Water Treatment Plant personnel scheduled to work weekends at the Waste Water Treatment Plans will do so during their standby week.
- 6) City to provide pagers to be carried by standby persons at all times.
- 7) Maximum of ½ hour response time.
- 8) Employees on standby shall abide by the drug free workplace, Section 16.15 policy, during period of the standby.
- 9) Employees on standby may allow other employees to fill in during their standby period, if said employee has been pre-approved on a fill in list. Pay shall be credited daily to employee on standby or his fill in. During the period of standby, the employee is expected to respond to any call outs during said period. Pay outs mentioned above shall apply for fill in during vacation and sickness.
- 10) Payment for standby shall be \$40.00 per day effective upon ratification, except on recognized holidays listed in Section 14.1, where pay shall be \$80.00 per day.

These payments, though income to the employee, are for time not worked and therefore are not included in wage rates or as hours worked for any purposes, such as overtime, pension, etc. For an employee called in to work during standby, pay is governed by Section 12.6.

Section 16.17. Residency. All employees hired after January 21, 1985, are required to reside within twenty (20) miles of the nearest boundary of the City of Charlevoix to the employee's residence. If the employee's spouse is also employed by a public employer, this section shall not apply to the City of Charlevoix employee where prohibited by MCL 15.602.

Employees are at all times required to have on file, with their supervisor and Human Resources, their current residence address and telephone number.

Section 16.18. Apprentice Programs. Employee(s) hired and/or transferred upon successful bid into a City approved Apprentice Program shall be bound to the following rules and conditions as a condition of continued employment:

- 1) The employee is to be enrolled and be actively engaged in an apprenticeship training program as determined by the Employer at its sole discretion;

- 2) The employee shall maintain the required course work and show adequate progress as determined by the employer;
- 3) The employee shall be paid the wage identified in Appendix "A" for the step or level, as determined by the Employer, to be appropriate based on qualifications at the start of the program. Further wage adjustments shall be made as determined by successful completion of program qualifications.
- 4) Time spent taking classes, other class related activities and commuting to and from classes will not be compensated outside of the normal workday. The Employer will either pay for or reimburse the employee for the cost of tuition and books required.
- 5) An incumbent employee transferred upon successful bid into an Apprentice Program at any level or step of the program, who fails to meet any of the requirements set forth in paragraphs 1) and 2) above shall be returned back to the employee's most recent non-apprentice job classification, provided that the employee is still qualified for that classification, has greater seniority than the employee(s) occupying the classification, and the Employer, at its sole discretion, has determined the need to fill that classification.

If there is no such Employer need or the disqualified apprentice lacks the qualifications or seniority to be returned to his/her former classification immediately, the employee shall have the right to bid for an open posted position as provided by Section 8.6, or, if no opening for bidding exists or the employee is not awarded the job bid, the employee shall be laid off subject to the employee's rights under Section 8.5(d).

The employee(s) bumped because of returning the apprentice to his/her last previous classification shall have the same such rights as the disqualified apprentice provided above.

- a) Upon bidding into an Apprentice Program, the employee is subject to Sections 8.6(a) through (c), 8.7 and all contract provisions except as provided in this Section.
 - b) Access to the grievance procedure as it pertains to the Apprentice Program, is limited to the issue of whether the employee failed to meet any of the above requirements. The Employer's decision to so remove the employee must be upheld if any such employee failure to meet these requirements is found to have occurred.
- 6) The Employer retains the exclusive right to terminate an Apprentice from the program at any time if it becomes apparent that the Apprentice will not succeed.

Should a decision to terminate an apprentice be made, the Employer will meet with the Union to discuss the issue prior to finalizing the termination.

The Employer's rights and any exercise of them under this paragraph 6) are not subject to challenge in the contract grievance - arbitration procedure or by other legal challenge by the affected employee, other employees of the

employer represented by the Union, or the Union.

- 7) Any apprentice, once engaged in the apprenticeship program or within five (5) years of completion of the program, who chooses to leave his/her position or does not complete the apprenticeship program at any time, for any reason, shall reimburse the Employer for all costs of tuition and books paid for, or reimbursed by the Employer to the employee, during the program. Employees shall sign a written reimbursement agreement covering these costs, as a condition of employment in an Apprentice Program.

Employees in an apprenticeship program are prohibited from bidding on any new jobs or vacancies with the Employer while in the program. Within five (5) years of completion of the program, employees may, under extenuating circumstances and with permission of the Employer, be allowed to bid on any new jobs or vacancies with the Employer. (A successful bid would require the employee to reimburse the Employer for all costs of the program as described above.)

ELECTRIC LINEMAN APPRENTICE PROGRAM

Currently the City has selected the program offered through the Joint Michigan Apprentice Program (JMAP). Their Seven (7) Step program is based on hours worked at specified tasks as well as detailed class work as prescribed by JMAP. Each step requires approximately six (6) months to complete. Successful completion at each of the steps is required to advance to the next step.

In addition, an Apprentice must become familiar with and proficient with the Employer's electrical system and operations.

Upon successful completion of the Seven Steps, all related requirements, and by recommendation of the Department Head, the Apprentice may be promoted to Journeyman Lineman.

Step 1	0 -1000 hours
Step 2	1001 – 2000 hours
Step 3	2001 – 3000 hours
Step 4	3001 – 4000 hours
Step 5	4001 – 5000 hours
Step 6	5001 – 6000 hours
Step 7	6001 – 7000 hours

SEWAGE AND WATER TREATMENT PLANT APPRENTICE PROGRAM

The City offers a program to comply with State laws for ST/WTP operators. It combines independent correspondence studies, currently through California State University, on-the-job-training (OJT) hours and experience and completion of State of Michigan

licensing. Successful completion of CSU testing requires a minimum grade of 70%. Successful completion of State licensing is determined by the State of Michigan. Timing for each step is the maximum allowed for successful completion of the program.

The Apprentice program shall be completed upon successful completion of the OJT hours and experience, CSU testing, acquisition of “F-4 Water” and “D Wastewater” State of Michigan licensing and all related requirements, and recommendation of the Department Head.

Step 1

- Complete six (6) documented months OJT at the Water Plant or Wastewater Plant
- Complete State testing for an “F-4 Water” license at the first available testing date (set by the State of MI)
- Within nine (9) months - Complete correspondence, coursework and testing required by the CSU, Volume I “Operation of Wastewater Treatment Plants” and Volume I “Water Treatment Plant Operation.”

Step 2

- Complete twelve (12) documented months OJT at the Wastewater Treatment Plant or Water Plant
- Complete State testing for a “D Wastewater” License at the first available testing date (set by the State of MI)
- Within eighteen (18) months - Complete correspondence coursework and testing required by the CSU, Volume II “Operation of Wastewater Treatment Plants” and Volume II “Water Treatment Plant Operation.”

Section 16.19. Emergency Manager. Only to the extent the Local Government and School District Financial Accountability Act, PA 4 of 2011 (“the Act”), continues to require so, the Employer and Union acknowledge that an Emergency Manager appointed under the Act can reject, modify, or terminate a collective bargaining agreement under the terms and conditions specified in the Act, and that such authority of an appointed Emergency Manager is a prohibited subject of bargaining.

DURATION

Section 17.1. Longevity. Full-time employees shall be paid an annual longevity payment based on length of service with the City of Charlevoix according to the following schedule:

<u>Years of Service</u> <u>As of December 1st</u>	<u>Annual Payment</u>
Five (5)	\$200.00
Ten (10)	\$300.00
Fifteen (15)	\$400.00
Twenty (20)	\$500.00
Twenty-Five (25)	\$600.00

Thirty (30)

\$700.00

This payment will be made on the first pay period following December 1st of each year.

Section 18.1. Termination. This Agreement shall become effective September 2, 2018 and shall remain in full force and effect until midnight, September 1, 2021, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Section 18.2. Further Negotiations. The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

The understandings and agreements of the parties are fully set forth herein and constitute the complete agreement between the parties. Neither party shall be obligated to negotiate further on the wording of an agreement as to any matter, whether or not previously discussed. Notwithstanding the foregoing, nothing shall prevent the parties from engaging in such discussions and arriving at supplementary provisions for this contract, but such supplementary discussions may be discontinued by either party at any time and no agreements so reached shall be effective unless reduced to writing and signed by both parties.

COMMUNICATION WORKERS
OF AMERICA

CITY OF CHARLEVOIX

Rainer Delgado, President

Luther Kurtz, Mayor

Kelly Bradley, Lead Steward

Mark L. Heydlauff, City Manager

DATE _____

DATE _____

APPENDIX "A"

Job Classifications and Hourly Rate Ranges

CLASSIFICATION	9/2/2018		9/2/2019		9/2/2020	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Equipment Operator						
Equipment Operator	20.47	21.94	20.88	22.38	21.30	22.83
Miscellaneous						
Mechanic/Diesel Operator	21.92	23.29	22.36	23.76	22.81	24.24
Mechanic Helper	20.38	21.92	20.79	22.36	21.21	22.81
Maintenance II	21.53	22.83	21.96	23.29	22.40	23.76
Meter Reader	18.79	19.94	19.17	20.34	19.55	20.75
Water Distribution System Operators						
¹ Water Distribution System Operator Trainee	20.43		20.84		21.26	
S-4 Water Distribution System Operator	20.76	21.92	21.18	22.36	21.60	22.81
S-3 Water Distribution System Operator	21.53	23.29	21.96	23.76	22.40	24.24
S-2 Water Distribution System Operator	23.22	24.59	23.68	25.08	24.15	25.58
WTP/WWTP Operators						
Based on highest license(s) held						
Chief Operator - Wastewater Treatment Plant (B Certification)	26.93	28.53	27.47	29.10	28.02	29.68
Chief Operator - Water Treatment Plant (F-2 and S-4)	26.93	28.53	27.47	29.10	28.02	29.68
WTP/WWTP Apprentice (Step 1)		19.64		20.03		20.43
WTP/WWTP Apprentice (Step 2)		20.19		20.59		21.00
"D" WW Certified and "F-4" Water Operator	20.76	21.92	21.18	22.36	21.60	22.81
"C" WW Certified and "F-3" or "F-4" Water Operator OR "F-3 Water Operator and "D" WW Certified	21.53	23.29	21.96	23.76	22.40	24.24
"B" WW Certified and "F-2" or "F-3" or "F-4" Water Operator OR "F-2" Water Operator and "B", "C" or "D" WW Certified	23.22	24.59	23.68	25.08	24.15	25.58
Electric Lineman						
Apprentice Advancement based on successful completion of training steps						
Step 1		21.61		22.04		22.48
Step 2		22.37		22.82		23.28
Step 3		23.11		23.57		24.04
Step 4		23.85		24.33		24.82
Step 5		24.59		25.08		25.58
Step 6		25.36		25.87		26.39
Step 7		26.09		26.61		27.14
Journeyman Lineman	32.91	34.59	33.57	35.28	34.24	35.99
Technical						
Electric Department Technician	23.69	25.09	24.16	25.59	24.64	26.10
Clerical						
Receipts Clerk	18.79	19.94	19.17	20.34	19.55	20.75
Utilities Billing Clerk	18.79	19.94	19.17	20.34	19.55	20.75
² Administrative Assistant - Electric Department & DPW	20.74	21.88	21.15	22.32	21.57	22.77
¹ The Water Distribution System Operator Trainee will complete their probation period when they pass the S-4 exam. Once they pass this exam they will proceed to the maximum pay step at the S-4 level.						
² The Administrative Assistant position for the Electric Department and Department of Public Works was created through a Letter of Understanding dated October 12, 2016.						
Revised September 2, 2018						

Appendix B

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 weeks of unpaid, job-protected leave in any 12 month period, known as “family and medical leave.” The 12 month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

- Eligibility** To be eligible for family and medical leave, employees must:
1. Have been employed for at least 12 months in the last seven years (which do not need to be consecutive) by the City; and,
 2. Have worked at least 1,250 hours for the City during the twelve months immediately preceding the beginning of requested leave; and
 3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

An eligible part-time employee (less than 40 hours a week for purposes of this policy) is entitled to FMLA leave on a pro-rata basis only.

Reasons for Taking Leave Family and medical leave may be taken for any one, or for a combination of the following reasons:

1. The birth and newborn care of an employee’s child after birth, or placement of a child with the employee for adoption or foster care or
2. To care for an employee’s spouse, child or parent (but not in-law) who has a serious health condition; or
3. For the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or
4. Because of any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).
5. To care for the employee’s spouse, son, daughter, parent or next of kin who is a covered service member.

A Serious Health Condition means an illness, injury, impairment or physical or mental condition which involves either inpatient care at a medical facility or continuing treatment by a licensed health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days for an incapacity that requires at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. The first treatment must be within 7 days of the first day of incapacity, and the two treatments must occur within 30 days of the first day of incapacity unless there are extenuating circumstances. Treatment by a health care provider means an in person visit.

A Qualifying Exigency In general, leave may be taken because of a "Qualifying Exigency" where the team member's spouse, son, daughter or parent is on active duty or is called to active duty for any of the following reasons:

- To address issues that arise from an impending call or order to active duty 7 or less calendar days before deployment during that 7 day notice period.
- To attend an official ceremony, program or event sponsored by the military that is related to the call to active duty or active duty of the Military Member.
- To attend certain family support or assistance programs and informational briefings related to the call to active duty or active duty of the Military Member.
- To arrange for alternative child care when the call to duty or active duty necessitates a change in existing arrangements.
- To provide child care on an urgent, immediate basis (but not on a routine, regular or everyday basis), when the need arises because of the call to active duty or active duty.
- To enroll in or transfer a child to a new school or day care facility when necessitated by the call to active duty or active duty.
- To attend meetings with team member at a school or day care facility when attendance is necessary due to circumstances arising from the call to active duty or active duty.
- To make or update financial or legal arrangements to address the covered Military Member's absence caused by the call to active duty or active duty.
- To act as the Military Member's representative before a government agency concerning military service benefits while he/she is called to active duty and for 90 days following termination of active duty.
- To attend counseling for the covered Military Member or his/her child or certain other dependents.
- To spend up to 15 calendar days with the Military Member or his/her child or certain other dependents on leave for rest and recuperation.
- To attend ceremonies and reintegration briefings and events sponsored by the military during the 90 day period following termination of active service.
- To attend to issues surrounding the death of the Military Member.

- To care for a Military Member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty (including making arrangements for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with team member at a care facility).
- To address miscellaneous matters which arise out of the call to active duty or active duty provided the team member and FCB agree that such leave is a "qualifying exigency" and further agree as to the timing, frequency and duration of the leave.

Injured Service Member Leave/Additional Military Family Leave Entitlement

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available on a per injury basis during a single 12 month period and when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member. Additional leave may be granted during a subsequent 12 month period for a different injury to the same covered Military Member or for an injury to a different Military Member.

A covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness; and veterans who are undergoing medical treatment for a serious injury or illness sustained in the line of duty and who were members of the armed forces within five years preceding the need for such treatment. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Leave Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave requested and/or used. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Each time an individual takes such a leave, the individual's remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. When both spouses are employed by the City, they are entitled to a total of twelve weeks of leave (rather than 12 weeks each) for the birth or placement of a child.

In addition, as outlined above, an employee may be entitled to an additional 14 weeks to care for an injured service member.

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing one's normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, because the employee is seriously ill and unable to work, for qualified exigency leave or for military caregiver leave. Intermittent leave is not permitted for the birth of a child or placement of a child for adoption or foster care.

No Work While on Leave – working for another employer or taking another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

Pay and Benefits - time off during the FMLA Leave will be unpaid. The individual's coverage under the City's group health plan will be maintained during the leave. Vacation and personal time for employees will not accrue during the unpaid FMLA Leave. An employee may choose to use any available accrued sick, personnel or vacation time while the employee is on FMLA.

Health Benefits Eligible employees and (if applicable) their families remain eligible to participate as employees under the group health plan during one's family and medical leave. This coverage will be provided if the employee or the employee's family was covered under the plan before the leave was taken and on the same terms as if the employee had continued to work. Under this leave the employee can continue to maintain medical insurance coverage at regular employee rates by paying the employee's share of health plan premiums while on leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family for a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Job Restoration Upon returning from a family and medical leave, eligible employees will normally be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions, the same as if they had not taken the leave of absence. The purpose is for employees to be in as good a position as they would have been if they had not needed to take this leave.

In addition, use of family and medical leave cannot result in the loss of any employment benefit that employees earned or were entitled to before using family and medical leave.

The exception to this is situations where job restoration of key employees will cause substantial and grievous economic injury. In such situations, the City will notify employees if they qualify as "key employees" if it intends to deny reinstatement, and of their rights in such instances.

Notice of Eligibility For and Designation of FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of their rights and responsibilities in connection with such leave; the City designation of leave as FMLA qualifying or non-qualifying, and if not FMLA qualifying, the reasons why; and the amount of leave, if known, that will be counted against the employee's leave entitlement. The City will provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights Form WH381 (<http://www.dol.gov>) and provide a written response to the employee's request for FMLA leave using the DOL Designation Notice Form WH-382 (<http://www.dol.gov>).

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA.

Employee Obligations

Provide Notice – Employees who take FMLA leave must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Notice Content – Employees must inform the FMLA Coordinator of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this either by requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying.

Calling in sick without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

When Requesting Intermittent or Reduced Schedule Leave – When requesting intermittent or reduced schedule leave for planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City operations, subject to approval from the health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

The City may temporarily transfer employees during the period that the intermittent or reduced leave schedules are required to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, employees must advise the City of the reason why such leave is medically necessary, upon request. When intermittent or reduced schedule need is sought, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City operations, subject to the approval of the employee's health care provider.

Submit Medical Certifications

Depending on the type of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA leave. The certifications may include an initial certification, a re-certification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, the employee must provide it within 15 calendar days after the request unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City shall inform employees if submitted certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear. In its sole discretion, the City may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Initial Medical Certifications – Employees requesting leave because of their own, or a covered relative's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of the covered family or service member. The certification must state the date when the serious health condition commenced; probable duration of the employee or family member's condition or the estimated period of time during which the employee will be needed to care for the family member; and all appropriate medical facts upon which the opinion is based. Medical certification for employee's serious health condition will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition Form WH-380-E (<http://www.dol.gov/>). Medical certification for the family member's serious health condition will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition Form WH-380-F (<http://www.dol.gov/>).

If the employee has provided 30 day notice of the need for leave, certification should be submitted before the leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

Certification must be provided within 15 calendar days of the request, unless not feasible under the circumstances. Failure to provide timely certification will result in denial of leave until the certification is provided.

The City may require a second medical opinion by an independent physician of its choice (and, in some cases a third opinion by a mutually agreeable physician) at the City's expense as a condition of the granting of FMLA Leave based on a serious health condition.

Medical Recertification – Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Keeping in contact with the City while on a FMLA Leave is important. Individuals are required to contact the Human Resources at least every 14 days regarding the expected length of the leave and when he/she intends to return to work. The City may require re-certification by the individual's health care provider every 30 days to support continuation of a leave based on a serious health condition.

Certifications for Military Family Leave (Exigency) – When employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the City may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered service member. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member Form WH-385 (<http://www.dol.gov/>). In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

Return to Work/Fitness for Duty Medical Certifications

Certification to return to work - Before returning to work, an individual who has been on FMLA Leave because of the individual's serious health condition must provide a certification from the individual's licensed health care provider that the individual is able to resume work and perform the essential functions of the job, with or without reasonable accommodation. Reinstatement will be denied until the required certification is provided.

Returning to work - Upon completion of FMLA Leave, an employee will be restored to the position held when the leave began, or to an equivalent position with the same or substantially equivalent position with the same or substantially similar benefits, pay and working conditions. Reinstatement to the same position with the same benefits may not be available in such a case where the employee's position or benefits change or have been eliminated during the employee's FMLA Leave.

If an exempt employee is among the highest paid ten percent of the City's employees and within 75 miles of his/her worksite, such an individual may be denied reinstatement if it would impose a substantial economic injury to the City. The City will notify the employee if he/she is a "highly compensated" employee, if the City intends to deny reinstatement, and of one's rights in such instances.

Failure to return to work - An employee who fails to return to work after the expiration of FMLA Leave will be considered a voluntary resignation. The City may recover from the employee the cost of any payments made to maintain the individual's health care coverage during the leave, unless the failure to return to work was due to reasons beyond the employee's control.

General Rules of Leave

Employees may elect to use or the City may require employee to use, any accrued paid time while taking unpaid FMLA Leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA Leave and the paid time will run concurrently with an employee's FMLA entitlement.

Upon written request where allowed by law, the City will allow employees to use accrued paid

time to supplement any paid benefits the employee is receiving while on leave.

Leaves of absence taken in connection with a disability leave plan (e.g. sick and accident) or worker's compensation injury/illness shall run concurrently with any FMLA Leave entitlement.

Vacation and personal time for non-exempt employees will not accrue during the FMLA Leave.

Employees will be subject to immediate termination of employment for:

1. Failure to return to work as scheduled following the end of a medical or family leave;
2. Failure to return to work within the maximum time allowed for a leave;
3. Providing false or misleading information or omitting certain information in connection with a family or medical leave;
4. Working for any other business or entity unless prior approval is given by the City Manager in writing;
5. Failure to provide any periodic updates required by the City; or,
6. Violation of any of the City's rules and regulations relating to a family or medical leave (or any other policy).

Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employee on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.