AGREEMENT

BETWEEN

THE CITY OF OAK PARK

AND

TECHNICAL, PROFESSIONAL, OFFICE WORKERS ASSOCIATION OF MICHIGAN

TPOAM

JULY 1, 2017 – JUNE 30, 2020

TABLE OF CONTENTS

I. AGREEMENT 1
II. PURPOSE AND INTENT 1
III. RECOGNITION 1
IV. DEFINITION OF EMPLOYEES 2
V. MANAGEMENT RIGHTS 3
VI. UNION REPRESENTATION 4
VII. UNION SECURITY 5
VIII. REMITTANCE OF DUES AND FEES AND REPRESENTATION FEE CHECKOFF 6
IX. JOINT RESPONSIBILITIES 7
X. GRIEVANCE AND ARBITRATION PROCEDURE 8
XI. DISCIPLINE AND DISCHARGE 10
XII. SENIORITY 12
XIII. PROMOTIONS AND JOB VACANCIES 15
XIV. TRANSFERS 16
XV. LAYOFF AND RECALL 17
XVI. WORKING HOURS, SHIFTS, PREMIUM PAY AND ATTENDANCE 19
XVII. OVERTIME COMPENSATION 23
XVIII. PAID LEAVES OF ABSENCE 25
XIX. LEAVES OF ABSENCE - WITHOUT PAY 35
XX. PENSION 39
XXI. INSURANCE 41
XXII. HEALTH AND SAFETY 44
XXIII. GENERAL PROVISIONS 45
XXIV. ALLOWANCES 47
XXV. EMERGENCY RESPONSE TIME 48
XXVI. LONGEVITY PAY: "53-WEEK PAY" 48
XXVII. PAY PLAN. METHOD OF PAYMENT PAYROLL DEDUCTIONS 49
XXVIII. LETTERS OF INTENT 50
XXIX. DURATION OF AGREEMENT 51
Signatures 51
Job Classification and Wage Rate Schedule

I. AGREEMENT

This Agreement, entered into this 2nd day of August, 2017 by and between the City of Oak Park, a Michigan municipal corporation, "City" and the Technical, Professional, Office Workers Association of Michigan, "Union."

II. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the Employees and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members. To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

Whenever used, masculine or feminine pronouns are meant to be applied to both genders. NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

III. RECOGNITION

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the Bargaining Unit described insofar as the same is permissible under applicable statutes and law.

(b) The Bargaining Unit shall include all of the City's regular, full-time hourly, and salaried office clerical, professional/technical, and regular, part-time employees excluding management, supervisors, public safety officers, administrative, confidential, temporary, seasonal and casual part-time employees.

(c) A supervisor, for purposes of this contract, is defined by Michigan Employment Relations Commission, as a supervisor (i.e., having the power to hire and fire). Crew leaders, working foremen and office managers are specifically not considered as supervisors for purposes of this contract.

IV. DEFINITION OF EMPLOYEES

Section 1

(a) Regular full-time employees:
Employees hired by the City on a full-time regular basis scheduled at least 40 hours per week.

(b) Regular part-time employees:
Employees hired by the City on a regular part-time basis scheduled at least 20 hours per week but not more than 30 hours per week. The City will not reduce full-time positions to part-time positions without a letter of explanation and without offering the Bargaining Unit an opportunity to hold a Special Conference on the matter. Part-time employees are entitled to only the following benefits per those specific sections of the contract: personal time, vacation time, holiday time, longevity pay and retirement.

Effective 2/6/13: In hiring part-time employees, those employees will be added to the bargaining unit. These individuals will work no more than 30-hours per week and will be on a probationary period for up to two years. Pay will be established by the City, no benefits. Opportunities will be provided to members who are on layoff for part-time positions within the bargaining unit

(c) Casual/Non-Regular employees:
Usually and normally co-op students hired by the City for regular periods but irregular hours depending on the school year as well as the project.

(d) Temporary employees:
A "temporary employee" is an employee who either works irregularly, or is hired for a period of less than 1500 hours in a calendar year.

Furthermore, the use of temporary employees will not result in eliminating Bargaining Unit employees, but will be used to supplement regular work force in some classifications and to fill in for employees who are on an extended leave of absence.

No benefits will accrue whether for pension or any other benefits for members under this Article

(e) Seasonal employees:
Seasonal employees are defined as those employees who are hired for limited periods of time including employees sponsored by the Jobs Training Partnership Act (JTPA) and the Michigan Youth Corp (MYC) or other Federal and State job programs. Where Union concurrence is required prior to City participation in JTPA and MYC programs, the Union shall not withhold such concurrence and specifically, shall not do so as a result of a dispute with the City over grievances or contract negotiations.

Section 2
Temporary and/or seasonal employees shall not be paid at a higher rate than regular full-time or regular part-time employees performing the same or similar work.

V. MANAGEMENT RIGHTS

Section 1

(a) It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise. It is mutually agreed if and when the City contracts for work presently being done by employees of the Union which results in permanent loss of work, the City shall place said employees into available job classifications in accord with the seniority and layoff provisions contained in this Agreement. In addition, it is agreed that the City and the Union will negotiate each situation involving the contracting of work prior to implementation under the provisions of the Special Conference section of this Agreement. The results of these good faith negotiations shall not be subject to the grievance procedure.

(b) It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth.

(c) It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work, is vested exclusively in the City. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and/or classifications. Prior to eliminating a vacancy or classification, the City shall give written notice to the Union of the City's intent to do so and will hold discussions with the Union and give the Union reasons for eliminating such vacancy or classification.

(d) The Bargaining Unit shall agree to participate from time to time in a reclassification program for the purpose of updating Job Classifications; with

the assurance that no member of the Unit will be down graded insofar as his hourly pay scale is concerned as the result of such a survey.

Section 2 - Aid to Other Unions
The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3 - Maintenance of Agreement
It is understood that, in regard to issues covered by this Agreement and of concern to this Bargaining Unit, that the City must notify the Union of any intention to change such conditions and/or policy in conformance with State of Michigan labor laws.

VI. UNION REPRESENTATION

Section 1 - Bargaining Committee and Grievance Committee

(a) The City agrees to recognize a bargaining committee which shall be composed of no more than five (5) seniority employees of the Bargaining Unit plus the TPOAM representative. The selection of the committee shall be determined by the Union.

(b) The City agrees to recognize a grievance committee composed of the Union president, vice-president, secretary and the steward from the aggrieved area. At any grievance hearing no more than two members of the Union and the grievant will be released from work to attend such hearings or special conferences.

(c) Upon election or appointment, the City will be notified of members of the Union's bargaining and grievance committees and their alternates and shall deal with only those official members in its business with the Union. The City shall also notify the Union of its officials or designated representatives.

Section 2 - Union President, Stewards, and Alternate Stewards

(a) The employees covered by this Agreement shall be represented by the Union President and six (6) stewards, whose areas of representation are as follows:

D.P.W., Parks & Forestry	1 Steward
City Hall	1 Steward
General Services	1 Steward
Library	1 Steward
Community Center	1 Steward
Public Safety	1 Steward

Each area shall be represented by an alternate steward. The stewards and/or alternate shall be regular employees working in the representation area. Alternate stewards function only in the absence of the regular steward. The Union President or designee may function in the absence of any steward or alternate.

(b) Stewards or alternates, during work hours shall be released upon request without loss of seniority, pay or benefits to investigate and process grievances. Stewards will attempt to limit each grievance matter to one-half (1/2) hour period, or less. The Steward(s) shall notify their immediate supervisor should a longer time become necessary.

Section 3.

(a)The Union President or Vice-President during working hours shall be released upon request, without loss of seniority, pay or benefits, to investigate and process grievances.

(b) The Union President shall be notified of all new hires and will be allowed time during the new employee orientation to discuss the role of the union in their employment.

(c) Non-employee representatives of the TPOAM Union shall be allowed to enter any area of the City operations for the purpose of adjusting grievances and contracts upon notification to the City Manager's office.

VII. UNION SECURITY

Section 1

To the extent that the Laws of the State of Michigan Permit, it is Agreed that: Each employee, who is or becomes a member of the Union, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

Section 2

The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

Section 3

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

Section 4

If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

Section 5

The employer agrees to deduct the Union membership dues each pay period from the pay of the employees who have requested that such deductions be made

VIII. REMITTANCE OF DUES AND FEES AND REPRESENTATION FEE CHECKOFF

(a) Deduction of dues shall be authorized and effective upon the signing of an application by the employee and the first deduction shall be made in the first appropriate pay period of the month and each month thereafter. Multiple deductions are authorized only to correct clerical errors by the City. The employer agrees to provide a dues/fees check off printout to the Union with each dues remittance check.

(b) Deductions for any calendar month shall be remitted to the address designated by the President and Treasurer of TPOAM with the list of names and amount deducted for each member, no later than ten (10) calendar days after the date on which they were deducted.

(c) The employer shall state the amount deducted and notify the Union's financial officer of the names of employees who, because of a change in their employment status, are no longer subject to deduction and shall further advise the Union financial officer of the names of all new employees hired since the date of the previous month's remittance of dues.

(d) The City shall not be liable to the Union by reason of the requirements of this article for any sum other than that properly authorized for deduction of fees and dues from employees.

(e) The Union will defend, indemnify and save harmless the City from any and all claims, demands, suits or other liability which may arise by reason of any action or inaction of the City in connection with the requirements of this article.

(f) The employer agrees to deduct from the wages of an employee all dues and fees as provided in an authorization set forth upon the standard form used by the employer. The executed authorization for dues or fees deduction shall remain in full force and effect during the term of this Agreement and may only be revoked by written notice by an employee during the thirty (30) day period immediately prior to the expiration of this Agreement. The termination notice must be given to the employer who will notify the Union of its receipt.

(g) Each employee in the Union hereby authorizes the employer to rely upon and to honor certifications by the secretary/treasurer of the Union, regarding the amounts to be deducted, and the legality and the enforceability of the Union representation regarding such deductions.

(h) The employer shall provide this service without charge to the Union.

(i) In the event that TPOAM, at some future date, charges initiation fees as a requirement for Union membership, any employee who may pay such fees but who is separated before completing their probationary period will be refunded

their initiation fee by the Union only if the separated employee requests the refund.

IX. JOINT RESPONSIBILITIES

Section 1 - No Strike - No Lockout

(a) Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in or slow-down, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of the Agreement or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

(b) In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract, that they shall be disciplined, and instruct all such persons to immediately cease the offending conduct.

(c) The City shall have the right to discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.

(d) The City will not lockout employees during the term of this Agreement.

Section 2 - Special Conference

There shall be a special conference between the Union and the City once every three months if there are outstanding issues that can be reduced to writing for a written agenda. Matters discussed at this type of special conference are separate and distinct from special conferences held as part of the grievance procedure. If, during the course of a special conference, circumstances become known that should be grieved by either party, they will be allowed to file a grievance within five (5) working days of the City's response to the special conference discussion. Union representatives attending a special conference shall do so without a loss of pay. It is also understood that there will be no abuse of paid time off by Union representatives. Either party may also request special conferences more frequently for a specific purpose, if submitted in writing. Denials of such other special conference shall not be made without just reason. These conferences shall be held on a mutually agreeable day and time. The special conference shall not be considered as part of the grievance procedure. In the event more Union representatives are required at any special conference, the Union may request permission for the City to release more than three (3) employees from work. If permission for attendance is granted, the additional Union representatives shall attend the special conference at no loss of pay.

It is understood that there will be no abuse of paid time off by those additional Union representatives who receive permission to attend a special meeting. The City's denial of releasing more than three (3) employees for a special conference shall not be subject to the grievance procedure.

Section 3-Job Practices Committee
A Job Practices Committee will be established within the Department of Public Works. This committee will meet bimonthly. Additional meetings may be held with the joint approval of the City and the Union. The committee is intended to provide a forum for the discussion of job practices within the department and to promote communication and the exchange of ideas between management and bargaining unit employees. Issues currently in the grievance process are not subject to review or discussion by this committee. The committee shall include the Director of Public Works and such other management staff as may be appropriate for the issues to be discussed. The Union shall appoint one permanent member to the committee. An additional two Union employees and one TPOAM staff representative may attend each meeting. It is expected that these additional employees will be selected based on their knowledge and experience with the items to be discussed. One task each meeting will be the development of an agenda for the following meeting. Each regular meeting of the Job Practices Committee shall last for no more than two (2) hours at a time of day to be decided by the City. Meetings will be scheduled to fall on a regularly scheduled workday and within normal working hours.

X. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1
A grievance is defined as a dispute, misunderstanding, misapplication or violation of this Agreement. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretations of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the occurrence or of the employee's knowledge or when he reasonably should have had knowledge. The employer will answer, in writing, any grievance presented to it, in writing, by the Union.

Step 1
Any employee having a grievance shall present it to the employer as follows:

(a) If an employee feels he has a grievance, he may discuss the grievance with the steward.

(b) The steward and/or the employee may discuss the grievance with the immediate supervisor.

Step 2

(a) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the Department Director. Upon receipt of the grievance, the Department Director shall sign and date the steward's copy of the grievance.

(b) The Department Director shall give his written answer to the steward within seven (7) working days of the grievance. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 3
If the grievance remains unsettled the Union president or committee person, shall present it in writing, to the Personnel Director within seven (7) working days after the response of Step 2 is due. The Personnel Director shall sign and date the Union's copy. The Director of Personnel shall arrange a meeting with the Union grievance committee within seven (7) working days (unless mutually extended) of the date of appeal of the grievance. The Director of Personnel shall answer the appealed grievance, in writing, within seven (7) working days of the meeting. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 4 Mediation and Arbitration
Grievances, which address economic damage or loss for a grievant, a group of grievants or the Bargaining Unit as a whole, whether, at the time of the grievance or the impact of the City's action creating such damage/loss, will be eligible for arbitration. Grievances, which are not clearly eligible for arbitration, will be processed to mediation. Should the Union and the City disagree as to the eligibility of a grievance for arbitration, such grievances will be processed through the mediation step. The mediator will assist the parties to resolve grievances and will also have the authority to recommend arbitration as a final recourse to settle the grievance dispute. It is also understood that any grievance not subject to arbitration shall be settled at Step 3 or in conjunction with Step 3 and mediation.

Section 2 - Arbitration

(a) If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union president shall refer the matter to TPOAM.

(b) If the dispute(s) remain unsettled and the Council or the local wishes to carry the matter(s) to arbitration or mediation, notice, in writing, will be given the City within sixty (60) days of the Director of Personnel's written decision at Step 3 (or lack of a written decision). The parties shall attempt to select an Ad Hoc arbitrator within thirty (30) days of such notice. If the parties are unable to mutually agree to an Ad Hoc arbitrator (simple no on either side), demand for arbitration will be made to and in accordance with the American Arbitration Association Rules and Procedures within 30 days from the date the Union notifies the City of their intent to proceed to arbitration.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement. Errors of law or fact by the arbitrator shall be the only grounds for appeal of the arbitrator's decision.

(e) The expenses for the arbitrator shall be shared equally between the Employer and the Union.

Section 3

(a) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated.

(b) When one or more grievances involve a similar issue, those grievances may be held in abeyance pending the disposition of the appeal of the representation case. There shall be mutual agreement as to which grievances shall be held in abeyance. In such event, the holding in abeyance will not affect financial liabilities.

(c) Any grievance not answered within the time limits by the employer shall be deemed a denial of the grievance and the Union may proceed to the next step of the grievance procedure.

(d) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the employer's last answer.

(e) The time limits may be waived by mutual agreement, in writing, and signed by the Union president or his designee and the appropriate representative of the City. It is understood that workdays for the purposes of the grievance procedure do not include Saturdays, Sundays or Holidays.

(f) The employer shall compensate during regular working hours, the grieved employee or other employees, if on the payroll, steward and grievance committee for time spent in arbitration hearings, provided the aforementioned are witnesses or participants in the case.

XI. DISCIPLINE AND DISCHARGE

Section 1

(a) Disciplinary actions for just cause shall include the following:
Oral reprimand
Written reprimand
Suspension(s) (notice to be given in writing)
Discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee and as stated in the adopted Rules of Conduct and Responsibilities of the City of Oak Park.

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification. Further, that the definition of "disciplinary action" shall not apply in the case of a promotional type grievance.

The above listing of disciplinary actions shall not preclude the City from appropriately disciplining employees by applying any of the disciplinary steps regardless of the order of the above listing should circumstances warrant.

(b) Disciplinary action involving an oral and/or written reprimand(s) may be processed as a grievance through Step 3 of the regular grievance procedure.

(c) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

(d) The employee, upon being confronted with a written reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of the employee on the written reprimand is not to be construed as his/her agreement with the charges but is to be considered only that he has knowledge that such a reprimand is in existence. In the event the employee refuses to sign said reprimand, the Union President, Union Steward and/or Officer will acknowledge that such a reprimand is in existence with their signature on behalf of the employee.

(e) The City shall not discharge any employee without just cause. If, in any case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. Pending approval from the City, the employee may use accumulated sick and vacation leave to receive pay during the suspension. If approval is not granted, the suspension will be served without pay. The employee and the president of the Bargaining Unit will be notified, in writing that the employee has been suspended and is subject to discharge. Employees facing discharge shall be granted a pre-termination hearing at which time; the employee will be presented with the charges against him, along with an explanation of the employer's evidence. The employee will then have an opportunity to respond to the allegations and evidence presented.

(f) The Union shall have the right to take any suspension and/or discharge it deems to be arbitrary, capricious or unreasonable, to the third step of the grievance procedure and the matter shall be handled through the applicable arbitration procedure where necessary. An employee, at his own discretion, may be represented by a representative of TPOAM, or his own legal counsel. If the employee chooses his own counsel, it is understood that he must notify the Union and sign a release form. No hearing shall be held prior to the City receiving a copy of the release form signed by the employee. It is understood, however, that this hearing is not established to litigate the problem or charges but serves only as an opportunity for both parties to present their viewpoints.

(g) Probationary employees are not subject to the provisions of Article XI herein.

(h) In administering progressive discipline, the City shall not take in account any discipline, which occurred more than 24 months previously unless the infraction resulted in a suspension of three days or more.

Section 2 - Criminal Charges

Employee(s), who have criminal charges brought against them by the City or a private citizen, are entitled to secure their own personal legal counsel. The Union will not represent any employee for criminal charges. The City will meet with the employee and their counsel, upon request, to review and present any charges anticipated towards the employee. Suspended employees who have criminal charges brought against them will not be paid for a period of five (5) work days; thereafter, pending approval of the City, the suspended employee may be allowed to use sick and vacation leave until their accumulation is exhausted. If approval is not granted, the suspension will be served without pay.

Any grievance(s) filed by the Union protesting the discharge and/or suspension will be held in abeyance without jeopardy to time limits at the arbitration step of the grievance procedure until the courts have rendered a decision on criminal charges against an employee.

XII. SENIORITY

Section 1 - Probationary Employees

(a) A new employee shall be a probationary employee without seniority until he has been employed for a period of, (1) one year at the end of which period he shall be either terminated or entered on the department-wide seniority list and the unit-wide seniority lists of the City as of the first day of his employment. In the event an employee is considered marginal, an additional extended probationary period may be granted if mutually agreed to by the Union. An employee laid off during his probationary period and re-hired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with (1) one year retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department-wide, unit-wide and classification lists. An employee who has not completed the probationary period and is re-hired after ninety (90) calendar days will be considered a new employee and will begin a new probationary period.

(b) A new employee hired into the classification of Code Assistance/Animal Control Officer shall be a probationary employee for a period of twelve (12) months. Extensions of probation may be requested by the City and implemented with mutual agreement from the Union. At the end of the probationary period the employee shall either be terminated or entered on the applicable seniority lists of the City as of the first day of his employment.

(c) The Union shall represent probationary employees except for discharge and disciplinary action.

(d) After serving six months of the probationary period the employee will be entitled to the commencement of all benefits (excluding retirement until vested)

and required to comply with the Union Security provisions defined in this Agreement.

Section 2

(a) There shall be three seniority lists: unit-wide, department, and classification. Where employees have the same number of days in the seniority for each list, placement shall be based on comparison of the last four digits of each employee's social security number. The employee with the lower four-digit number shall be placed highest on the seniority list. (The number zero shall be the lowest number.)

(b) When an employee bids and is awarded a different position, he shall be placed on the appropriate seniority lists for that new position. When he successfully completes the trial period for the new position, he shall be credited with seniority for the time served during the trial period. If an employee remains within the Bargaining Unit, the seniority in his former department shall be frozen and may be applied for the purposes of job bidding in the event he returns to the former department.

(c) Departments for the purpose of seniority shall be:

1. Information Technology
2. City Clerk
3. Finance and Administrative Services
4. Public Safety Department
5. Recreation Department
6. Library Department
7. Economic Development and Communications Department
8. Human Resources & Operations Department
9. Public Works Department
   a. Public Works
   b. Water Supply
   c. Parks & Forestry
10. Technical & Planning Services
    a. Building Maintenance
    b. Code Assistance
    c. Engineering

Section 3 - Out of Bargaining Unit Seniority

(a) Employees who are promoted or permanently transferred to positions under the employer that are not covered in the Bargaining Unit (Supervisory/Management) shall have their Bargaining Unit seniority frozen as of the permanent date of entry into the non-bargaining unit position. Such employees shall retain their frozen Bargaining Unit seniority but not accumulate further seniority while out of the Bargaining Unit.

(b) If an employee is returned to the Bargaining Unit after permanent entry into a non-bargaining unit position the frozen unit seniority will not apply and he shall only return to a vacant position provided all Bargaining Unit members have exhausted their rights to bid on such vacancy. It is understood that an

employee returning to the Unit will then have his frozen seniority reinstated and recognized if he was a member in good standing in the Union and has a withdrawal card.

(c) If an employee in the Bargaining Unit is temporarily transferred to a position not included in the Bargaining Unit and is thereafter transferred back to his position within the Bargaining Unit, seniority shall have continued to accumulate while temporarily working in the position outside the Bargaining Unit limited to three (3) months except where mutual agreement is reached.

Section 4 - Seniority Lists

(a) The employer shall keep accurate classification, departmental and unit-wide seniority lists, which show names, job titles, and date of hire of all employees in the Bargaining Unit. These lists shall be provided to each member of the bargaining committee and stewards. A new update of department and unit-wide seniority lists shall be provided every six (6) months. Copies of the seniority lists may be posted on Union bulletin boards in each building.

(b) Classifications for seniority purposes are as set forth in the appended wage scale.

Section 5 - Seniority of Officers

The Union president, vice-president, six (6) stewards (as outlined in Article VI, Section 2(a), and the three (3) executive board members (elected as members-at-large), excluding the treasurer and secretary, shall head the seniority lists for their respective departments. In the event of lay-off from their department they shall, for purposes of lay off and recall only, head both the unit-wide seniority list and their respective department-wide seniority list, provided they are capable of performing work available with normal instruction and supervision. The officers shall be returned to their regular standing on the applicable seniority lists upon termination of service as such representatives.

Section 6 - Part-time Employees

Part-time employees may exercise their part-time seniority for any part-time vacancy, provided their seniority is greater than other applicants and are qualified for such part-time position. For the purpose of this section seniority shall be determined by the last official date of hire into a regular part-time Bargaining Unit position. After vacancies are offered to qualified full time employees applying for the promotion, the City will consider qualified part time employees along with qualified applicants outside of the bargaining unit. Effective July 1, 1986, part-time employees awarded a full-time position shall have their seniority prorated and entered on the unit-wide seniority list. Proration shall be based on the regularly assigned hours. Full-time employees transferring to a part-time position will suffer no loss in their hourly rate but shall be subject to a proration of seniority in accord with the provisions of this section.

Section 7 - Loss of Seniority

Seniority shall terminate if an employee:

(1) Quits or retires.

(2) Is discharged for just cause.

(3) If he is absent for five (5) consecutive work days without permission of the City, unless as a result of physical impossibility.

(4) If he is absent for five (5) consecutive workdays without justifiable reason.
(5) Gives a false reason to obtain a leave.
(6) If he fails to return to work upon termination of any leave of absence without a bona fide excuse acceptable to the City.
(7) Separates as a result of a settlement covering total disability.
(8) Does not return to work when recalled from a layoff as set forth in recall procedure.
(9) Absent from work longer than one year for a non-duty disability or two years for a duty related disability.

In proper cases, the employer shall make exceptions.

XIII. PROMOTIONS AND JOB VACANCIES

Section 1

(a) All job vacancies or newly created positions within the Bargaining Unit shall be filled on the basis of qualifications and seniority. The term "qualifications" for the purpose of this article, shall mean, on the job experience, educational and vocational experience and meeting the testing requirements conducted for the purpose of filling the position including but not limited to oral interviews and/or written tests. All qualifications being equal, the position shall be awarded based on seniority.

(b) All job vacancies shall be posted for a period of five (5) working days on all City and Union bulletin boards and shall set forth the minimum requirements for the position. Employees interested shall apply in writing within the posting period on a job bid form provided by the City.

(c) The City shall furnish the Union president with a copy of each posting at the time of the posting. When the job is awarded, the Union President will be provided with the names of all applicants and the person awarded the position.

(d) If there are no qualified full-time applicants within the union, the City may fill the position from qualified applicants outside of the bargaining unit.

(e) The City determines the type of job related testing procedure to use for promotional purposes.

(f) Any employee who desires a transfer within their classification may notify the Director of Human Resources at the time of a position vacancy posting.

(g) In accordance with Section 6, part-time bargaining unit members shall be considered for promotions and job vacancies, after full time bargaining unit members, on an equal basis with other qualified non-union applicants.

Section 2 - Trial Period

(a) The employee(s) awarded the promotion shall be granted a ninety calendar day trial period to determine:

(1) Their desire to remain in the position

(2) Their ability to perform the job

(b) During this ninety-day trial period, the employee shall have the right to revert back to their former classification without loss of seniority or benefits.

(c) If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee, in writing, by the City with a copy to the Union. The denial of any promotion or job bid if considered unjust, shall be a subject for the third step of the grievance procedure.

(d) During the trial period, employees will receive the appropriate pay rate of the job they are performing and will continue to accrue benefits and unit-wide seniority. The appropriate pay rate shall be as follows:

(1) Promotions- The employee will move to the step in the new wage range that provides a minimum of a 5% increase in pay. This only applies when a promotion occurs to a classification in a higher pay grade.

(2) Demotions- Move to the same pay step as their current classification.

(e) The employee will be added to the appropriate seniority list as of the date of transfer into the new position.

(f) Probationary employees may accrue time on probation, concurrently with their trial period.

Section 3-New Classifications

(a) The employer reserves the right to establish the job descriptions and minimum qualifications for all positions. If there are significant changes made in the methods of operation or duties of a classification, or a new classification is established that becomes part of the bargaining unit, the City and Union shall bargain on the rate of pay for the new or revised classification. Such rates shall become effective the date that those changes were effective or the new position is awarded, or filled.

(b) Any new classification or significantly changed job will be filled according to the procedures of this article.

XIV. TRANSFERS

Section 1

The City reserves the right to assign employees within their classification to any department or division in the City. Position vacancies will be posted with the likely department of assignment.

Section 2

(a) The employee's rate of pay and classification shall remain constant in the event of a transfer within a department or among departments.

(b) If an employee temporarily transfers to a lower rated job at the direction of the City, he shall retain his current higher classification rate.

(c) Any employee when working one (1) day or more in a higher classification, shall be paid according to the highest step in that classification. The pay shall be effective the first hour worked in the higher classification. This applies only to those classifications within the bargaining unit.

XV. LAYOFF AND RECALL

Section 1 - Layoff

The word "layoff" means a reduction in the working force due to a decrease of work or a lack of funds, including reduction of revenues.

(a) When there is a reduction of the working force, the following shall govern in layoffs. (Nothing herein contained shall prevent the Union and the City from negotiating reduced work schedules or alternatives to curtail layoffs.)

1. Seasonal, temporary, and casual/non-regular employees in the class series (generic classification regardless of level) affected, within the department affected, shall be laid off first, except in specialized recreational programs, i.e., dancing and skating instructors, and summer seasonal employees hired to perform lawn mowing, leaf collecting, and concrete removal providing that the use of such seasonal employees shall not result in the elimination of Bargaining Unit positions.

2. Probationary employees in the affected classification, department shall next be laid off.

3. Regular part-time employees, in inverse order of seniority shall then be laid off in the class series affected from the affected department.

(b) If additional layoffs are necessary, regular employees in a generic class series shall be laid off in inverse order of their seniority in the department affected by the layoff. Any employee who may be laid off or is notified of a layoff may exercise departmental seniority to bump the next lower seniority employee within the same department. Any employee who exercises seniority rights to retain employment must meet the minimum requirements of the position and be able to perform the work with normal instructions and supervision.

(c) If not able to bump a lesser seniority employee within the same department, the employee may exercise unit-wide seniority to bump the next lowest seniority employee (unit-wide) provided he meets the minimum requirements and is able to perform the work with normal instruction and supervision.

(d) In the event that an employee bumps into another position, the employee must return to his/her former position when it becomes vacant.

(e) When bumping, the employee must meet the minimum requirements of the position and will be allowed the standard trial period for that particular position.

(f) An employee has a choice at the time of their notification of layoff to decide not to bump into any other bargaining unit position. This decision alone shall not make them ineligible to receive unemployment benefits.

(g) All employees facing layoffs shall be notified in writing at least fourteen (14) calendar days prior to the actual layoff, and the Union president shall be furnished a list of those laid off at least fourteen (14) days prior to the actual layoff.

(h) In the event of a shortage of materials, machines, or equipment breakdown, or in the event of an emergency beyond the control of the City, including but not by way of limitation, acts of God such as flood, fire, storm or power failure where the resulting situation warrants, the City shall have the right, without providing the 14-day notice set forth above, to make temporary adjustments in the work force not to exceed five (5) working days without regard to seniority.

If the layoff exceeds five (5) working days, the work force shall be adjusted according to the layoff procedure as described.

Section 2 - Recalls from Layoff

(a) When the working force is increased after a layoff, employees shall be recalled in inverse order of layoff. Notice of recall shall be sent to the employee's last known address by certified mail, return receipt requested. Recall from a layoff is limited to the employee's length of service or 2 years, whichever is longer.

(b) If an employee fails to report for work within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, the employee shall be considered as having voluntarily quit without good cause attributable to the employer.

(c) An employee shall have the right to decline offered work, which is not of a similar nature, and therefore, may be bypassed for this reason. An employee recalled to a position other than his or her laid-off position, must meet the minimum requirements of that position and shall serve the appropriate trial period for the new position. If the employee does not qualify to become a regular employee in that position, the employee shall be laid off and returned to the recall list.

(d) Employees shall notify the City of their residential address or any change of address, and they shall be responsible for any changes therein.

XVI. WORKING HOURS, SHIFTS, PREMIUM PAY AND ATTENDANCE

Section 1 - Working Hours

For periods before June 8, 2010:

(a) The standard work week shall consist of five (5) consecutive eight- (8) hour work days with the remaining two (2) consecutive days designated as the 6th and 7th day of the employee's work week and shall be known as "Off Days". The currently established workweek and shift starting and ending times shall remain as is established. A workweek shall not be changed for the purpose of avoiding payment of overtime.

Any permanent change of the current workweek and shift shall be negotiated between the City and the Union. Any temporary change shall be limited to current practices provided those practices do not conflict with provisions of this Agreement.

Section 2 - Shifts and Premium Pay

(a) Any employee who regularly begins his work schedule on or after 11:30 a.m. shall be paid a shift premium of twenty-five (25) cents per hour above and beyond the wage rate established in this Agreement.

(b) Any employee who regularly begins his work schedule on or after 8:00 p.m. shall be paid a shift premium of thirty (30) cents per hour above and beyond the wage rate established in this contract.

(c) Library staff may be scheduled to work one evening per week and one Saturday and one Sunday per month as part of their regular workweek. Compensation for working a scheduled 5 hours on Sunday will be at a double time rate, which equates to 10 hours pay at straight time. The employee must use 8 of these hours as part of their 40-hour workweek and the remaining 2 hours will be paid or banked as compensatory time. For those remaining 2 hours, the City will determine the choice of overtime vs. compensatory time, which will apply to all Library employees working Sundays. An employee who calls in sick or uses a personal day on a scheduled Sunday must utilize 8 hours from their time banks to complete their 40-hour workweek. Any Library employee scheduled to work a Sunday, who is requested to work during that week on their scheduled day off, will be paid time and one half for working the first off day, (6th day) and double time for working a second off day (7th day) that week. Shift premium will apply on Sundays for purposes of pay but not compensatory time accumulation. Schedule adjustments will be made for working Saturdays.

Library employees who are regular full time employees are those "hired by the City on a full time basis scheduled at least 40 hours per week" (Art.IV, Sec 1) and since full time library employees who work one Sunday per month are being compensated for a full workweek (plus overtime or compensatory time)

nothing in this section on Sunday work shall be construed to change the full time status of library employees.

The parties reserve the right to negotiate and modify the Library schedule regarding work on Sundays, during the life of the current agreement.

(d) Exceptions to the working hours and shift premiums are one Administrative Clerk position in the Recreation Department and employees working in the Department of Information Technology

(e) Any failure to respond to offered overtime will be charged to an employee, however, should a member callback within 10 minutes after the initial call and be available for work, but is no longer needed, no charge will occur.

Section 3 - Wash-up, Breaks and Lunch Periods

(a) There shall be two (2) five- (5) minute wash-up breaks allowed each employee, one prior to lunch and one prior to quitting. The five- (5) minute wash-up period granted each employee may be considered as part of the time the employee is permitted to leave the premises.

(b) All employees are entitled to a paid or unpaid lunch break, as is established by current practice.

(c) Employees shall receive a fifteen (15) minute paid rest period during the first half and second half of their work shift, based on their current workday and scheduled regular workweek. Employees unable to take their break during the workday may be allowed to leave work early or may extend their lunch period but may do so only with the express consent of their supervisor. A refusal to permit an employee to leave early because of a missed break shall not be the subject of a grievance. All employees may, on occasion, if working conditions permit, work through their lunch period or through one or both of their breaks, and leave work early but only may do so with the express consent of their supervisor. These are not meant to be regular practices and are not to be used in combination (break times plus lunch period) in the same day to leave work early.

(d) Employees working in a one-person office shall be allowed lunch and breaks at reasonable times.

Section 4 - Work Week Make-up/Shortage

Employees who fail to complete their regular workweek and any scheduled workweek may utilize their accrued leave time in order to receive pay for not more than the regularly Scheduled hours for that week if approved by their Supervisor or may work additional hours if they are available with permission of the Supervisor. The failure of a supervisor to grant permission is not grievable.

Section 5- Overtime Rest Period

Where feasible, employees who work beyond their regular shift shall receive a thirty- (30) minute rest period, without pay, before being required to commence work on the

next shift. In addition, they shall receive the regular paid rest periods during said overtime.

Section 6 - Shift Time

Employees, except Code Inspectors and Animal Control/Code Assistance Officers whose normal work schedule requires their working swing shifts, shall not be required to report to work on a new shift unless at least eight (8) hours have elapsed since their previous shift ended.

Section 7 - Attendance

(a) Employees are expected to be regular in their attendance and to observe the working hours established by the City.

(b) All employees of the unit shall be permitted one (1) six- (6) minute non-chargeable tardiness per pay period. All employees absent without authorized leave, or who report late on any given shift (exclusive of the six- (6) minute grace period) shall be charged by way of pay deduction in the following manner:

1- 15 minutes late - 1/4 hour
16-30 minutes late - 1/2 hour
31-45 minutes late - 3/4 hour
46-60 minutes late - 1 hour

(c) Arrangements for time-off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the leave restrictions under which the time-off is to be taken.

(d) If, for some legitimate reason, the employee is unable to report for work at the established time set by the City for his/her particular shift to begin, they will make good faith effort to notify the department's supervisor and/or his designee on duty prior to the start of the shift or no later than one half hour after the start time, unless physically impossible. Failure to do so may result in disciplinary action as set forth in the disciplinary article.

(e) A continuing balance of each employee's total leave time will be provided with the employee's pay.

(f) It is recognized that the City has the right to make such investigations as are reasonable and necessary relative to any employee reporting or calling in sick during regular working hours.

Section 8 – Effective February 6, 2013

A. All employees will revert to 40-hour schedule within 21-days of ratification by the City.

B. DPW, Code Assistance, Public Safety and Technical and Planning will revert to a five (5) day eight (8) hour per day schedule within the 21-day period noted above.

C The City reserves the right for other employees to determine whether to use the schedule above or the schedule in this provision. On a bi-weekly basis, the City will establish a four (4) day thirty-six (36) hour workweek for one week in the pay period and a five (5) day forty-four (44) hours workweek in the second week where the employees will work from 8:00 am – 5:00 pm on four (4) days and 8:00 am – 4:00 pm on Friday. Each member scheduled under this provision will be scheduled to work the eight (8) hour day every other Friday to establish their eighty (80) hour per pay period. All hours will be paid at straight time under this provision. The Implementation Sheet for this schedule is attached.

Once a regular workweek is established for each employee, the regular workweek will not be changed, except during holiday weeks if determined by the City or based upon operational needs caused due to a reduction in the work force or individuals in the bargaining unit being off on sick or other leave.

Two weeks notice of a change will be provided.

D. Employees covered in (C) above on a regular basis may be changed to a five (5) day 40-hour work week with not less than 90-days notice at the City's discretion.

E. The provisions above will not change the ability of the Library to schedule pursuant to Article XVI, Section 2(c) and the City to schedule pursuant to Article XVI, Section 2(d).

F. All bank times will be converted to hours based upon an eight (8) hour day and a forty (40) hour week. All hours used by a member will be charged hour for hour based upon the employees scheduled day or time off.

Section 9 – Clerical Hours at City Hall (Including Water Clericals) – And all others on (c) above Schedule excluding Library.

8:00 a.m. to 5:00 p.m.
½ hour for lunch

PAID BENEFITS

A. Sick Leave – Presently receive 96 hours of sick leave per year and will continue to accumulate 96 hours per year. Charged hour for hour for time off on sick leave. No reduction in the number of hours. Total conversion to hours.

B. Funeral Leave – Presently receive two or three days (16 or 24 hours). The number of days will remain the same. Not hour for hour.

C. Emergency Leave – Can receive pay for up to 3 days or 24-hours. Hour for hour.

D. Holiday Leave – 13 holidays times 8 hours or 104 hours of pay for holidays. Hour for hour.

E. Vacation Leave – Hour for hour will be charged for use, this includes sellback and carryover. All purposes.

F. Personal Leave – Presently 3 personal leave days per year or 24-hours. The 24-hours will remain. Charged hour for hour.

G. Compensatory Time – Hour for hour.

H. Library Hours:
4 Days 9:00 a.m. – 6:00 p.m. with 1 hour unpaid lunch
1 Day 11:00 a..m. – 8:00 p.m. with 1 hour unpaid lunch

XVII. OVERTIME COMPENSATION

Section 1

(a) Employees will be paid at one and one-half their regular hourly rate in the following instances:

Time worked in excess of their regularly scheduled hours.

(b) Overtime shall not be pyramided or compounded or paid twice for the same hour worked.

(c) When an employee is called into work to perform an emergency service, other than during his normal shift hours, he shall be paid a rate equal to one and one-half times his regular rate; provided, however, that work performed on Sundays and Holidays shall be paid at a rate equal to two times his regular rate.

(d) The Ball Diamond holiday work will first be offered to permanent employees who previously performed the work.

(e) Any employee who normally works throughout the year on Saturdays and/or Sundays as a part of their normal work week shall not be eligible for overtime pay for the normal work hours on those days. The two (2) off days (except for Code Inspectors and Code Assistance/Animal Control Officers) shall be consecutive and shall be considered for overtime purposes, the 6th and 7th of their work week.

(f) Any employee who works Saturday or the 6th workday shall be paid at the rate of time and one-half (1 1/2) his regular rate. Any employee working Sunday or the 7th workday shall be paid two (2) times his regular rate.

(g) Employees may elect to take compensatory time off in lieu of payment for overtime hours worked, where permission is granted by the immediate

supervisor. Employees may bank a maximum of 240 hours of compensatory time.

(h) Employees who are scheduled to work during regular hours and who report in, but are sent home due to lack of work or inclement weather conditions, will be paid a minimum of four (4) hours at their regular rate. Employees may at their option use any paid leave to complete the workday.

(i) Paid time granted during the work week under consideration for overtime pay shall be included as time worked in the computation of forty (40) hours worked.

(j) Any employee called to work outside of their regularly scheduled shift after the hour of 12:00 midnight and before 4:00 a.m. shall be paid a minimum of two and one-half (2 1/2) hours at the appropriate rate. (Previously, only two (2) hours of time was guaranteed if called in during those hours. The extra one-half (1/2) hour only, applies to jobs started after midnight and ending before 4:00 a.m.)

(k) Any employee contacted by phone for emergency call back is required to appear for duty as soon as physically possible. Failure to appear for emergency work when contacted by telephone shall permit disciplinary action in accordance with the discharge and discipline article, up to and including discharge.

(l) Any employee called for emergency work two (2) hours or more before his regularly scheduled starting time or any employee who is required to work more than three (3) hours beyond his regular scheduled quitting time shall be granted a one-half (1/2) hour break with pay for the purpose of obtaining meals. The immediate supervisor shall determine the time for such meal breaks so as not to interfere with maintenance of work schedules.

Section 2 Equalization of Overtime

(a) Overtime work shall be on a voluntary basis (except as provided for in Section 1(i)), and shall be distributed as equally as possible to qualified employees working within the same department.

(b) Overtime lists for the Department of Public Works and the Department of Technical and Planning Services shall be maintained, showing the number of overtime hours each employee has worked or been charged with, and will be posted at the end of each pay period by the City on Union bulletin boards, unless mutually agreed otherwise.

(1) Division Overtime lists will be broken down into the following categories:
   a) Division Employees
   b) Non-Division Departmental Employees
   c) Departmental Probationary New Hires
   d) Non-Departmental Employees

These categories will be utilized for call-in purposes when overtime exists, resulting in a fair and equitable distribution of overtime for both Departmental and Non Departmental employees.

(2) The qualified employee with the least amount of overtime on each Division list will be given the first opportunity to the available overtime and so on up the list in an attempt to equalize the overtime hours. Those jobs, by their nature, requiring a continuity of personnel, or an uninterrupted flow of work from straight time to overtime shall be exempt from this provision.

(3) Any employee refusing to work overtime will be charged with such refused overtime hours on the appropriate Division overtime list, regardless of the cause of refusal in concurrence with Article XVI, Section 2 which states details about charging overtime with a 10 minute call back period per the Tentative Agreement.

(4) If the number of employees needed for overtime cannot be filled from the fully qualified and trained personnel within the specific Division, the City may offer overtime to other employees.

(c) All overtime hours will be recorded on a continuing basis by each Department and will be reverted to zero (0) at the beginning of each fiscal year. Probationary new hires, employees transferring into a Division or Department, and Non Departmental Employees, will be charged with the highest number of overtime hours accrued by employees in the same Division or Department.

Section 3
The City acknowledges and agrees that it is bound to follow all applicable provisions of both State and Federal Wage and Hour laws. No employee will be required to work more than sixteen (16) consecutive hours. After any such period of work, any employees requesting fatigue time shall be released from work and not required to return to work for at least eight (8) hours or the beginning of the next scheduled work shift, whichever is later. Employees shall be paid for actual time worked only.

XVIII. PAID LEAVES OF ABSENCE

Section 1 - Jury Leave

(a) Any regular employee shall be granted a leave of absence with regular pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Employees shall retain gas or car allowance paid by the court. Payment will be made in the next regular pay upon presentation of proof of jury duty or service. Jury duty or service will be computed as time worked with regard to leave time and benefits. Jury duty or service will not be computed as time worked with regard to overtime.

(b) Any employee required by subpoena to report to court to testify regarding matters directly related to their job duties shall be granted a leave of absence with regular pay. Employees subpoenaed for matters not so related will be allowed to use paid leave time, such as vacation, personal leave, bonus or floating holidays. Such time will be computed as time worked with regard to leave time and benefits. Subpoenaed time will not be computed as time worked with regard to overtime.

Section 2 - Emergency and Funeral Leave

(a) In the case of serious illness in his immediate family, a regular employee may be granted a leave of absence with pay for a period of up to three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.

(b) "Immediate family" is defined as wife, husband, child, stepchild, brother, sister, parent, parent-in-law, grandparents, and spouse's grandparents, brother-in-law, sister-in-law and grandchildren.

(c) In addition to emergency leave, as defined above in Section 2 (a) and (b), an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family upon recommendation of the immediate supervisor and the approval of the City Manager. In the case of a death of spouse, child, parent or stepchild, an additional leave of up to two (2) days may be granted with pay. The City may at its discretion require the employee to submit proof of the emergency or death by reasonable means.

(d) Should a death in his immediate family occur while an employee is on a scheduled leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.

Section 3 - Holiday Leave

(a) The following days shall be recognized and observed as paid Holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Good Friday	Date varies
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving
Day before Christmas	December 24
Christmas Day	December 25
Day before New Year's Day	December 31
Birthdays	Determined by employee's birthday
Floating Holidays (1)	Determined by employee's request subject to City approval

(b) Eligible employees shall receive one (1) day's pay for each of the Holidays listed above on which they perform no work. Whenever any of the Holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the Holiday unless regularly scheduled to work on Saturday. Whenever any of the Holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the Holiday unless regularly scheduled to work on Sunday.

(c) Employees shall be eligible for Holiday Pay if they work both their last scheduled work day prior to the Holiday and the next scheduled work day following the Holiday unless they have an excused absence with pay or are on vacation leave. It is recognized that management may require a doctor's certificate of illness before authorizing an excused absence on the day immediately preceding a Holiday and the day immediately following a Holiday. Employees will be paid for Holidays in instances where the immediate supervisor has authorized emergency time-off.

(d) If an employee works on any of the Holidays listed above, he shall be paid the regular Holiday rate in addition to:

(e) Two (2) times his regular rate for the first eight (8) hours and two and one-half (2 1/2) times his regular hourly rate for all hours in excess of eight (8) hours.

(f) From November 1st to April 1st, Personal Leave Days and Floating Holidays may be taken in four (4) hour increments or eight (8) hour increments.

(Hourly personnel): April 1st to November 1st, Floating Holidays must be taken in eight (8) hour increments.

(g) One Floating Holiday (8 hours) may be taken off on a day immediately following a holiday subject to the Department Head's approval, if it does not interfere with other scheduled vacations or disrupt operations.

(h) New full time employees shall be eligible to receive their full Holiday pay immediately after their hiring date.

(i) After completion of their probationary period, part time employees shall receive Holiday pay in a prorated amount based upon the hours that they are scheduled to work on that Holiday, if it occurs within their work schedule.

(j) Full time employees will receive a prorated amount of floating holidays (1day maximum) when they complete their probationary period based upon the following completion dates:

4/1 to 6/30	8 hours
7/1 to 9/30	6 hours
10/1 to 12/31	4 hours
1/1/ to 3/31	2 hours

Section 4 - Vacation Leave
Vacation leave is authorized absence from duty, with pay.

(a) Employees of the bargaining unit shall be granted vacation leave on the following schedule:

1 year of service but less than 5 years	- 2 weeks
5 years of service but less than 10 years	- 3 weeks
10 years of service but less than 20 years	- 4 weeks
20 years of service or more	- 5 weeks

In no case will vacation time be granted until an employee has been employed with the City at least six (6) months.

Effective March 1, 2013, an individual who takes a week off of vacation will be paid thirty-six (36) hours per week off if on the 36-hour schedule or forty (40) hours if on forty (40) hour schedule or forty-four (44) hours if on that schedule that week.

(b) Seasonal and temporary employees are not eligible for vacation leave.

(c) Employees with six (6) months or more of service on April 1 of any vacation year will be allowed vacation leave in the proportion that his actual service bears to a full year of service (6.667 hours per month); (5 years, 10 hours per month; 15 years 13.33 hours per month). No employee shall be given vacation leave for a fractional part of the day; employees shall be given the whole day if accrued time is a half-day or greater. No part of a day shall be given, if accrued time is less than a half-day.

Part-time employees with six months or more service on April 1 of any year will be allowed vacation leave on a prorated basis. The proration shall be computed on the basis of regular scheduled annual hours divided by 2080 hours to equal service time the same as full time. Part-time employees shall be entitled to the vacation allocation on the basis of computed full-time hours in accordance with the schedule in paragraph (a) above.

(d) Vacation credits earned during the fiscal year shall be made available to such employees after April 1 of the year in which they are accrued.

(e) Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten (10) workdays. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

(f) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.

(g) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued, unless carried over with the written consent of the City Manager. At the end of the Fringe Benefit year (March 31st) all

employees are allowed to carry up to 40 hours of vacation time into the next Fringe Benefit year or receive up to 40 hours pay for their excess vacation time.

(h) Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to department seniority to select available vacation periods for up to two (2) weeks of their accrued vacation time. Available schedules shall be posted prior to April 1 of each vacation year. This first-choice, two-week vacations must be chosen by April 30 of that year. If first-choice vacations are changed by the employee after approval, the vacation time shall be subject to the availability of time on the vacation allotment calendar.

Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third and fourth week of vacation leave earned by eligible employees shall be at the discretion of the department head so that such third and fourth week schedule does not conflict with vacation leave requests of employees with less than five (5) years service. Employees with enough accrued vacation time may request three (3) and/or four (4) weeks of consecutive time off. Third and fourth week vacation requests will be reviewed based upon available vacant periods defined by the vacation allotment calendar. Employees must give as much advance notice as possible to their supervisor, but not less than five (5) working days prior to the time of request. Employees cannot submit third and fourth week vacation requests until at least May 1 of each year. All requests shall be considered and will be approved when possible allowing for peak request periods and the efficient operations of the City. If proper application is made, the City will notify the employee of an approval or rejection of their request within five (5) working days of its submission. If recommended by the department head, the request must then be forwarded to the City Manager for his review and approval or denial.

(i) Employees shall be entitled to vacation pay in any of the following instances:

1) Any regular employee, who gives proper notice (five working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of the date of separation.

2) Any regular employee, who is placed on indefinite layoff or separated from the City, for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.

3) Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service shall be allowed vacation time at the

rate of one (1) day per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the City to enter Military Service.

4) In addition to the regular vacation benefits provided, an additional one-half day vacation bonus shall be given to employees taking their vacation leave during the months of January through March for each week of regular vacation time taken. Vacation bonus shall not exceed one (1) day for each year.

5) Employees with a minimum of three (3) weeks of vacation time shall have the option of selling back up to one week (40 hours) of vacation time or carrying over up to one week (40 hours) of vacation time to the next personnel year, but not both. The sell-back shall be available to employees with the condition that, thirty- (30) days notice is given to the Finance Department, and if at that time the employee schedules their remaining vacation time off.

(j) Employees shall not be entitled to accrue vacation pay if any of the following applies:

1) If an employee separates himself from the City by reason of absence without leave.

2) If an employee fails to give at least five (5) working days notice in advance of termination date.

3) If a probationary employee leaves the employ of the City before completing his probationary period.

(k) Deduction of Vacation in the case of Hospitalization.
An employee who has a documented hospitalization for an illness or an accident occurring during the time of a regularly scheduled annual vacation shall have the option of not having that time while confined to bed, deducted from annual vacation leave. With documentation of hospitalization and notification to the City, an employee may elect to have time of confinement deducted from their sick leave account and the applicable time credited back to their vacation leave account.

Section 5 - Personal Leave
A personal leave day is a day of leave with full pay for the purpose of transacting or tending to personal matters, which require absence during scheduled work time.

Full time and part-time employees shall be granted three (3) personal leave days per year. In order to use such personal leave days, an employee must obtain the permission of their Department or division manager in advance.

Personal Leave Days are credited to an employee's account on April 1 and must be used before the next March 31.

Employees are credited with three (3) personal leave days after completion of six months of continuous service in their new position. These days are to be taken before the end of the Fringe Benefit Year (March 31).

Part time TPOAM employees who become full time get credit for three (3) Personal Leave Days after 3 months. These days are to be taken before the end of the Fringe Benefit Year (March 31). At the end of the Fringe Benefit year, part time employees may convert any extra personal leave days to sick days since they are not entitled to any other sick time.

Section 6 - Sick Leave
Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

(a) The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed one hundred and fifty (150) days for any employee. Employees will be paid for fifty percent (50%) of total accumulation over seventy-five (75) days on yearly basis or will be permitted to bank sick leave. Upon retirement, employees hired prior to January 1, 1977, will be paid fifty percent (50%) of accumulated sick leave, not to exceed seventy-five (75) days. Personnel hired since January 1, 1977, will have a cap of sixty-two and one-half (62.5) days, regardless of source, rolled-in to their Final Average Compensation. These employees will be paid for fifty percent (50%) of all accumulated sick leave and one hundred percent (100%) of all accrued vacation time but the excess of paid time beyond the sixty-two and one-half (62.5) day cap will not be figured into their Final Average Compensation. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed six (6) months of service, at which time he shall be credited with the number of hours he will have earned during the six (6) months of service. Except for job-incurred disabilities, an employee with less than six (6) months' service who is absent because of illness shall be without pay. Further, for every year in which employees do not use any sick time or report late for work, they shall be credited with one (1) day which may be used as an additional sick day, vacation day or the employee may elect to be paid, at straight time, exclusive of shift premium pay, for the one (1) day.

(b) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the workweek occur, accumulated sick leave credit shall be converted to hours that would have been earned on the new workweek schedule. An Employee using sick leave will receive their regular pay for the day they are off if said absence is authorized under the collective bargaining agreement.

(c) A certification of illness or injury from a physician of the City Manager's choosing may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

(d) Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.

(e) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify their department's supervisor on duty and/or his/her designee prior to the start of the shift or no later than one half hour after the starting time of his/her particular shift on the first day of his absence, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

(f) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of the vacation leave accrued to which employee is entitled as of such date.

(g) From the date of an employee's injury or illness, an employee will be placed on leave without pay for a period not to exceed one (1) year for a non-duty disability or two (2) years for a duty related disability from his initial date of absence from work. If at the end of that time, the employee is still unable to return to work, his employment shall be terminated. An employee shall only accrue vacation, sick time, holiday leave or other banks of time off during the first month of the non-duty disability. During the disability, employees must use their time banks in the following order for all workdays absent from work: sick, compensatory, vacation, personal leave. An employee cannot supplement their income from the Long-Term disability pay, from their time banks to receive "full pay". Only those employees on duty-disability are eligible for continuation of insurance coverages.

(h) Effective upon ratification of this Agreement, a new attendance notice provision will be instituted. Employees will be notified concerning attendance patterns and the use of sick leave by the below defined form.

OFFICIAL NOTICE RELATING TO SICK LEAVE
TO:
SUBJECT: OFFICIAL NOTICE RELATING TO SICK LEAVE
It has been brought to my attention that your pattern of sick leave has been
__(identify pattern)_____ days in the current personnel year.

In accordance with Article XVIII, Section 6 (h), of the Labor Agreement between the City of Oak Park and TPOAM, you are hereby required to produce a physician's confirming letter for all additional sick leave day(s) taken this personnel year.

Failure to do so will result in forfeiture of pay for any sick leave day(s) used without producing the referenced physician's confirming letter.

Assistant City Manager/Director of
Personnel and Labor Relations

A meeting to discuss this notice will be scheduled upon your written request to the City and the Union.

Section 7 - Duty Disability Leave

(a) A "duty disability leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City as covered by Michigan Workers' Compensation Act.

(b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended, or waive in writing, such first-aid, if this injury or illness is not considered serious.

(c) Employees on duty disability leave shall accrue sick leave only to the extent of six (6) days.

(d) Regular or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City, shall receive duty disability pay as follows:

1. First seven (7) calendar days - City will pay the employee his regular pay for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "Duty Disability Leave" which is limited to the working days in the first seven (7) calendar days only.

2. After seven (7) calendar days, payment shall be governed by the regulations of Workers' Compensation Act. In such cases the following shall apply:

Employees will receive, for a total of six (6) months, a payroll check for the difference between his Workers' Compensation check and his normal payroll check. On the expiration of this six- (6) month period, employees will receive compensation as provided for in the Workers Compensation Act.

(e) An employee who is working and who is being treated for a duty disability injury will be transported, if unable to drive, and treated for such injury during regular working hours and will be compensated at his regular rate of pay and premium pay. He shall report promptly to work once the appointment is completed if he is able.

(f) During the time that an employee is on disability leave, he shall be provided with all the insurance as though he were on normal duty.

(g) Should a duty disabled employee be unable to return to work within one (1) year from the first day of their disability, if eligible, they shall be submitted by the City for duty disability retirement. The exception shall be if the employee's prognosis is to return to work within two (2) years of the date of disability.

SUBROGATION

1. Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a neutral person in the same employee of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.

2. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

3. Prior to the entry of judgment, either the Employer or their insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

4. In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

5. In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his

dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

6. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery

Section 8 Non-Duty Disability

(a) The City shall provide a non-duty disability insurance plan to provide benefits in the amount of sixty-six and two-thirds (66 2/3) percent of the base pay for the employee to those employees who incur an illness or injury other than in the course of their employment. Such benefits are to be paid according to the terms and conditions of the insurance plan but these benefits will expire after one (1) year.

(b) The waiting period of the plan shall be 180 days with a maximum benefit amount of $3000 per month.

(c) An employee will continue to earn sick and vacation time accrual for the first month of their non-duty disability.

(d) Continuation of health coverages beyond one month, shall be in compliance with the Federal Family Medical Leave Act.

(e) If an employee is off duty for over one year, and they are eligible for retirement with the City, they must submit their application for retirement and their non-duty disability insurance will be coordinated.

(f) Each member of the Bargaining Unit shall receive an individual policy setting forth the terms of said policy and eligibility requirements. The aforesaid terms and requirements contained in said policies shall represent the total liability of the City in regard to this benefit.

(g) Should a non-duty disability employee be unable to return to work within one (1) year from the first day of their disability, if eligible, they shall be submitted by the City for regular retirement. If at the end of that time, said employee is still unable to work, his employment shall be terminated in accordance with existing policy, rules, regulations, statutes, and ordinances.

(h) Eliminate all light duty work except the City reserves the right to provide a limited light duty assignment at its sole discretion for work related injuries only.

XIX. LEAVES OF ABSENCE - WITHOUT PAY

Section 1

(a) Department heads may grant leaves of absence without pay to regular employees for periods not to exceed ten (10) working days. Leaves in excess of ten (10) working days must be approved by the City Manager.

(b) A leave of absence without pay may be requested for any legitimate purpose, but such leave may not be granted if determined to be detrimental to the best interest of the City. In recognition of the fact that leaves of absence without pay, if denied, do not result in a loss of City-paid wages, the denial of such leaves shall not be subject to the grievance procedure and the remedies set forth therein.

(c) Employees shall request such leaves of absence, in writing, at least thirty (30) days in advance of the date desired where possible, unless such leave is of an emergency nature.

(d) No benefits other than seniority will accrue for employees on unpaid leaves of absence unless specifically addressed in a particular section of this article. Such seniority shall be for job bidding and layoff purposes only.

Section 2 - Education Leave

(a) The City manager may authorize educational leaves, with or without pay, for regular employees when determined to be in the best interest of the City. In such cases, where educational leave is granted with pay, the employee shall be required to return to the City employment for a period of time equal to that of the educational leave.

(b) Abilities acquired as a result of educational leave which may qualify the employee for a higher classification will be considered for each higher classification as soon as such higher classification becomes available. The employee so qualified may request a change in classification.

Section 3 - Union Business

(a) Regular employees elected or appointed to any Union office or position which takes them from employment with the City may, at the discretion of the City and upon written request of the Union, be granted a leave of absence without pay but with seniority accumulation for job bidding and layoff purposes only. The leave of absence shall not exceed one (1) year, but may be renewed or extended for similar period of time upon the written request of the Union. Leaves granted hereunder shall be without pay and written requests from the Union for such leaves must be submitted to the City Manager at least thirty (30) days prior to the starting date of the leave of absence.

(b) Regular employees who are members of the Union and are selected to participate in any other authorized Union activity may be granted a leave of absence, without pay or benefits but with seniority accumulation for job bidding and layoff purposes only at the request of the Union and with the approval of the City Manager. A leave of absence for such Union activity shall not exceed one (1) month, but may be renewed or extended for a similar period of time by the City Manager, upon written request by the Union.

(c) Positions opened by such leaves of absence may be filled temporarily by qualified employees within the Bargaining Unit, as determined as in the best interest of the City, by the City Manager. In the event that a regular employee is

promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and the employee so promoted shall return to his/her original position upon return of the employee on such leave of absence. If no Bargaining Unit employee is qualified, the City may fill the vacancy with a qualified temporary employee.

Section 4 - Military Leave

(a) The City agrees to abide by the re-employment rights as provided in the Selective Service Act, as now in effect or as may hereinafter be amended. Regular employees who are members of the National Guard or of a military reserve organization will be granted a leave of absence without pay if called to active duty.

(b) In the event an employee as a member of the National Guard or a military reserve unit is called for emergency duty, the City will pay the difference between his military and regular base pay. This supplemental compensation, however, shall not exceed a period of forty-five (45) calendar days.

(c) An employee who leaves or left City employment to enter any Armed Services of the United States during time of war, period of compulsory military service, or period of national emergency recognized by the City Council, shall have periods of active duty credited as service, as set forth in Section 15-5 of the Ordinance Code of the City of Oak Park.

Section 5 - Maternity/Paternal and Child Care Leave

(a) Whenever an employee shall become pregnant, she shall furnish the Director of Personnel with a certificate from her attending physician within the first four months of her pregnancy. This certificate must state the approximate date of delivery, the fact that the doctor is aware of all her job duties and the length of time she may continue to work at her job. If the doctor will not allow her to continue to perform her regular job duties, he must state the nature of the work she may perform.

(b) The pregnant employee shall be permitted to continue to work in accordance with her physician's recommendation providing the employer has suitable work available.

(c) In the eighth month of pregnancy, another doctor's certificate must be presented to the Director of Personnel stating that the individual may continue working at her full job duties or stating the nature of the work she may perform.

(d) If an individual is unable to perform her normal job duties and suitable work is not available, the employer is not obliged to create any work for the pregnant individual.

(e) A pregnant employee whose physician declares her disabled for work prior to the actual delivery, must present a statement of disability to the Director of Personnel. An employee so disabled, may use her sick leave days for this time of disability prior to delivery. This disabled employee shall still be entitled to three (3) months off after her hospitalization for delivery.

(f) When a regular employee who gives birth to a child, adopts a child, or is the father of the child, she/he will be granted a leave of absence using accrued time or without pay not to exceed three (3) months for child care purposes.

(g) A pregnant individual who voluntarily chooses to cease working prior to being declared disabled by her physician will have time deducted from the three (3) months off granted to employees for child care purposes.

(h) The three (3) months of childcare leave for an employee who remains working until declared disabled and then gives birth to a child, begins after her hospitalization for the delivery. Notification of her release from the hospital must be sent to the Director of Personnel. A letter will then be sent to the individual informing her of the date upon which she must return to the City if she wishes to continue employment.

(i) An individual who is on childcare leave may use any of his/her accrued time to continue on payroll or such accrued time may be frozen to be used when the employee returns. The use of accrued time does not, however, extend the child care leave beyond the three (3) months except as provided for in the City policy outlining the Federal Family and Medical Leave.

(j) If there is a disability documented by a physician's certificate, employees on a maternity leave who are not using accrued time shall continue to have premiums paid on insurance programs for the duration of said disability not to exceed three (3) months.

(k) If, at any time, during his/her childcare leave, any individual decides not to return to employment with the City, he/she is to notify the Director of Personnel in writing.

Section 6 - Medical Leave

A regular employee shall be granted a medical leave of absence for a period of one (1) year, or until eligible for long-term disability insurance, upon written request to the City Manager, accompanied by a physician's statement substantiating the need for such leave. Such leaves run concurrent with FMLA The City may require a medical examination of the employee by the City designated physician, at the City's cost, for substantiation of the medical leave, any extension thereof, or before return to work is authorized. Where the City's designated physician disagrees with the employee's physician, the employee shall be examined by physicians at the University of Michigan Hospital, Ann Arbor, at the City's expense, whose diagnosis shall be determinative and binding upon the parties. The denial of the medical leave is subject to the grievance procedure. Employees on medical leave will continue to have their life and medical insurance benefit programs paid by the City until they are eligible for long-term disability.

XX. PENSION

Section 1.

Employee pensions are governed by Section 55-21 through 55-44 of the Ordinance Code of the City of Oak Park. The following is a summarization of the service retirement allowance as agreed to between the City of Oak Park and TPOAM:

Employees will have their pensions vested at ten (10) instead of fifteen (15) years with the following conditions:

(a) Persons hired prior to January 1, 1977, will have no change in their Final Average Compensation formula.

(b) Persons hired since January 1, 1977, will have a cap of five hundred (500) hours, regardless of source, figured into their Final Average Compensation; sick leave at 50% and vacation at 100%. Payoff of time in excess of five hundred (500) hours would be paid according to formula but not added into Final Average Compensation.

(c) Persons hired after January 1, 1980, including all future new hires, will use five (5) instead of three (3) years of the last ten (10) years of service when computing their Final Average Compensation. These employees will have the same cap on time fold-ins as employees hired since January 1, 1977. In addition, these employees will have a cap on Longevity payments, covered in Longevity Section.

(d) Persons hired on/or after July 1, 2006, shall participate in the defined contribution program provided by the City of Oak Park Employee's Retirement System. The City will contribute 7.5% of base compensation to the defined contribution program and match up to an additional 3% of base compensation contributed by the employee. All current Employees shall be immediately vested, if not yet vested, after one year of service, however, employees hired after July 1, 2017 shall be subject to the following vesting schedule:

50% after three years
100% after 5 years

(e) Employees are eligible for retirement after completion of 25 years of credited service regardless of age.

(f) Medical coverage will be provided to the retiree, spouse, and any eligible dependents at the same level of coverage that was provided at the time of the employee's separation of employment with the City. Spousal coverage is only for that individual that the retiree is married to at the time of the employee's retirement and dependent coverage is only for those eligible dependents at the time of the employee's retirement. When a retiree and/or spouse become eligible for Medicare, they must participate in the Medicare program, and pay for all of its associated costs. The City will provide supplemental coverage to Medicare to the same level that was provided prior to Medicare participation. Any survivor receiving a pension, who receives medical coverage from their employer or through a new spouse, must participate in that medical program as

primary coverage and the City medical shall be supplemental as long as they continue to receive a City pension.

Persons hired on/after July 1, 2006 shall have the option to participate in:

1. A retiree Health Savings Plan (HSP) in which the City will make an annual contribution of 3% of an employee's base compensation to the health savings plan. Employees will be vested after one year.

OR

2. 100% of medical insurance coverage vesting after 25 years of service.

Employees must choose one option above prior to or on the first anniversary of employment with the city.

(g) Final Average Compensation is defined as money earned, not money received for years of service after July 1, 1998 (This excludes the payout of time banks allowed to be included).

Section 2.

(a) The multiplier to be applied for computation of the Final Average Compensation shall be 2.5%.

(b) The employee's in the Defined Benefit Plans contribution rate to DB Pension will be 3.25%, which shall increase to 3.5% on July 1, 2018.

Section 3 - Part-Time Pension

(a) All regular part-time employees who work at least 1040 hours per year, will contribute the same percentage of wages as the full time employees for a Retirement contribution and therefore will be entitled to pension credits. The 1040 hours would have to be hours worked for Pension Service credit.
Time off will not count as time worked towards pension credit except for Holiday hours, which are credited on a 50% basis. Pension Service Credit months will be computed in the same manner for part-time employees as they are for full-time employees.

Section 4

Employees (defined as those actively employed members of the bargaining unit as of the date of this agreement) with a minimum of 5 years of service with the City of Oak Park are eligible to purchase prior U.S. Military time under the following conditions:

A. Military Time:

1. The cost for each year of service will be calculated taking the earning from the military time you worked for, in the year you are buying back, multiply those earnings by 3.8% and add on compounded interest at the current

net yield of the fund. The years bought will be the most recent prior military time.

2. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than 1 year in each purchase (with the last purchase being less than 1 year), or they may utilize payroll deduction with an amount to be deducted each pay period for the time to be purchased.

    a. If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.

3. There cannot be duplicate pension service credit for any year in both Oak Park and prior military time purchased.

4. The buy-back must begin within 3 years of eligibility and the payment be spread over a period no longer than the amount of time purchased.

5. Honorable discharge is required with a copy of the employee's DD-214 as verification of service. Receipt or eligibility for a military retirement bars a buy-back of military service.

6. Military time bought back shall count towards vesting for retiree health care coverage.

The pension system actuaries shall determine the cost of the buyback and the employee shall pay 50% of the cost of this calculation, upon receipt of the report from the actuaries.

Employees are limited to purchasing a military buy-back of 5 years.

Any buy-back must be for full-time military duty.

XXI. INSURANCE

Section 1 - Hospitalization Insurance

A. Community Blue – 4 with a 5/40/80 drug card
$30 OV /Chiro and $150 ER

Mandatory Step Therapy

B. Hard Cap (Active employees only)

C. The City reserves the right to self-insure, wrap or change carriers as long as the benefits provided are equivalent to the benefits presently being provided.

D. The City will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with the same and avoid penalties.

The City or the Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare or actions taken by the legislature regarding retiree healthcare issues.

E. Health Insurance Coverage for eligible retirees:

Should hospitalization and medical care benefits provided to current employees change in future contracts, then hospitalization and medical care benefits provided for retirees retiring on or after July 1, 2010 shall also be changed to the same hospitalization and medical care benefits coverage provided to current employees.

Should hospitalization and medical care benefits coverage provided to current employees cease for any reason, such retirees shall continue to receive the hospitalization and medical care benefits coverage last provided to them at the time the hospitalization and medical care benefits coverage provided to current employees ceased. In the event current employees may be required to share in the premium cost of the hospitalization insurance, retirees would not be required to participate in any form of premium cost sharing.

Should the coverage in effect for active employees not be accepted where the retiree resides, the Employer will provide a comparable plan which will be accepted where the retiree is presently presiding.

Effective for retirees after July 1, 2014:
Should prescription benefits provided to active employees as defined in this Article change in this contract and future contracts, then prescription coverage provided for retirees shall also be changed to the same provided to active employees. Should prescription coverage provided to active employees cease for any reason, the insurance last covering the retirees will remain in effect.

The parties agree that if any other bargaining unit receives a better benefit through negotiations it will apply to this Unit. This excludes Act 312 awards.

F. Health Insurance –

G. Coverage of the employee's family shall include the employee, spouse, and children consistent with the Law until December 31 of the year of the 19th birthday. Coverage of dependents past 19 years is available through the Dependent Care Rider if the dependent meets the criteria for coverage

as established by Blue Cross/Blue Shield. The recognized definition of "dependent" shall be that which is accepted by Blue Cross/Blue Shield for all medical coverages.

H. Employees shall be eligible for such coverage after 30 days employment with the City, or as soon as allowed by Blue Cross/Blue Shield.

I. All Bargaining Unit members and new hires shall disclose additional health insurance coverages so that benefits can be coordinated. Coordination of benefits does not entitle the employer to any disclosure of medical records of an employee. Employees will have the option of remaining on the City's Blue Cross/Blue Shield program or receiving the following payments and coverages in lieu of the City Plan:
(1)Single Person - $56.25 per month and Optical coverage in accord with Article XXI, Section 2.
(2)Two Persons - $126.25 per month and Optical coverage in accord with Article XXI, Section 2.
(3)Full Family - $141.25 per month and Optical coverage in accord with Article XXI, Section 2.

J. Employees eligible for this option must show proof of existing alternate medical coverage prior to participating in this provision. If that alternate coverage terminates for any reason, the City must be immediately notified and the employee shall then again receive the coverage provided by this agreement.

K. All part-time Bargaining Unit members will be able to purchase, at their own expense, insurance coverage provided to full-time employees. The City will make all these programs available in accord with the carrier requirements and will make payroll deductions for premiums.

Section 2 - Optical Coverage
The City shall provide an 80/20 co-pay group optical insurance program. Effective the date of implementation of the medical Preferred Provider Option coverage, the City will improve the optical program to the BC/BS VCA-80 as part of the PPO coverage. The City shall have the right to provide comparable coverage. The City shall pay 70% of the cost and the employee shall pay 30% for the length of this contract.

Section 3 - Life Insurance
(a) The City shall provide term Life Insurance coverage for all members of the Unit in the amount of $20,000.00 including Accidental Death and Dismemberment.

(b) A $3,000.00 Life Insurance policy shall be provided to all retirees with such costs being borne by the City.

(c) During the term of this contract, members may, at their own expense, purchase additional life insurance at the City group rates if available. Said costs for the additional life insurance shall be borne entirely by the member and shall be deducted from their paycheck.

Section 4 – Dental Coverage
The City shall provide dental coverage for employees and their dependents as follows:

TYPE OF SERVICE	POLICY COVERAGE
Class I Benefits	
Basic Dental Services	100%
Balance of Class I Benefits	90%
Class II Benefits	
Prosthodontic Dental Services	75%
$1,000 Maximum per person per contract year of Class I & II's	
Class III Benefits	
Orthodontics	50%
$1,000 Life Time Maximum per person	

XXII. HEALTH AND SAFETY

Section 1

(a) The City shall make reasonable provisions for the safety and health of all employees during the hours of employment. The Union and the City agree and will cooperate in encouraging the employees to observe safety and health regulations and to work in a safe manner at all times.

(b) The City and the Union hereby agree that the Loss Control Committee is empowered to formulate policies concerning matters of safety within the Bargaining Unit subject to appropriate state and federal laws, and that the Union shall appoint one bargaining unit member to represent their interest on these issues.

Section 2

(a) The City and the Union further agree that all recommendations involving the expenditure of funds are subject to approval of the City Manager prior to implementation.

(b) The City and the Union further agree that all recommendations involving any proposed disciplinary action concerning safety violations will be discussed with the Union prior to implementation and shall be subject to the Grievance Procedure.

It is understood that employees have the right to refuse to perform a job or duty where his/her health or safety is endangered.

XXIII. GENERAL PROVISIONS

Section 1 - Non-Discrimination
The City shall not discriminate against any employee, because of age, sex, marital status, handicap, race, nationality, religious or political belief, or for Union activities. TPOAM abides by federal and state laws, the TPOAM International Constitution, and the labor agreement between the Union and the City of Oak Park with respect to discrimination against any member because of handicap, age, sex, race, national origin, sexual orientation, religious or political belief.

Section 2 - Bulletin Boards
The City agrees to furnish a bulletin board in each City building for the use of the Union. The bulletin boards will be located near the time clocks or any other convenient areas approved by the Union. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used for notices of Union business and information. The union may designate a person/persons who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other locations other than as designated.

Section 3 - Copies of the Agreement
The employer agrees to supply the Union with enough copies for the membership and officers. Said contract shall be printed in the smallest legible size.

Section 4 - Letters of Intent
All letters of intent or agreement or understanding will be incorporated into and a part of this contract Agreement.

Section 5 - Licenses
The City agrees to reimburse the cost of licenses that employees are required to have in order to perform all the duties of their job classification with the exception of individual licenses or certificates needed for initial employment and/or individual, professional or association dues. The only exception is the Employee shall be responsible for payment of any costs associated with the CDL road test.

Section 6 - Changes in Classification
The City agrees to negotiate a new Classification for employees who are given different and/or additional duties, which substantially vary from the applicable job description or past practice. The wage rate for the new classification will also be subject to negotiation between the Union and the City. If not settled, the matter may be referred to a mediator by either party.

Section 7 - Attendance
The Union will assist the City in instituting an effective attendance control procedure.

Section 8- Tuition Reimbursement
Union members shall be provided the opportunity to receive reimbursement for attending educational courses in accordance with the City Tuition Reimbursement Policy.

This provision is suspended for the duration of this contract.

Section 9 - Miscellaneous Provisions

(a) Dress Code

The City may require employees to wear identification. This may be in any form, such as an identification nametag, shirts, hats, jackets, etc. These forms of identification will be provided by the City and maintained by the employee.

Shorts may be worn with the restrictions enumerated below. Shorts shall be solid color, mid-thigh in length and have hemmed bottoms (no cut-offs). Management retains the right to determine and set standards pertaining to the appropriateness of employee's attire. Shorts meeting the above standards will be permitted except for Office Personnel and employees performing the following work activities:

-Building Maintenance personnel when working in office areas.
-Welding
-Mowing with non-riding mowers.
-Weed whipping
-Tree trimming

Future revisions to the list of excluded personnel and activities may be recommended either by the Loss Control Committee, or by Management Personnel, in response to any unforeseen safety problems. The Director of Personnel will make final decisions. It is expected that employees choosing to wear shorts, will have long pants available to wear at the City.

(b) Drug Testing

Property Clerks (and those other clerks volunteering to perform the duties of Property Clerk) are subject to pre-hire and random drug testing.

(c) One Time Bonus

The city will pay employees who receive additional certifications, licenses and/or degrees which enhance their value to the City an annual bonus of $350. This bonus will be awarded at the discretion of the City.

Section 10 – Management will work with employees during any occasion that all qualified Union employees within that Department have been offered the opportunity to work.

The foremen will be able to work with employees and they and the Deputy Director may have plows on their trucks to assist as needed with snow. All employees City wide will be able to come in during emergency situations and assist as needed as long as all qualified bargaining unit employees have been provided the opportunity to work that assignment.

Section 11 – The maximum number of continuous hours worked is sixteen with an eight-hour break.

XXIV. ALLOWANCES

Section 1 - Tool Allowance

The City agrees to pay automotive mechanics annually for personal tools that are required for employment from a small tool allowance of one hundred twenty five dollars ($125.00) per mechanic effective July 1, 1995. Reimbursement will be paid from this allowance, during the month of June each fiscal year for the prior year, upon receipts for tool purchases being submitted to the City.

Section 2 - Mileage Allowance

Employees who are requested or required to use their personal vehicle as part of their work shall be paid according to the current IRS rate. During the life of this contract, any mileage increase granted by the Council to any employee group will be extended to this Bargaining Unit. When available, City cars may be used by Bargaining Unit employees with the permission of the assigned supervisor.

Section 3 - Clothing Allowance

(a) The City shall provide each Bargaining Unit member with a clothing allowance of three hundred dollars ($300.00) in July each year. All employees working outside shall be provided (3) pairs of gloves, 2 pairs of regular work gloves and 1 pair of leather "Truckers Special" gloves.

(b) The City shall provide a minimum of six (6) 100% cotton t-shirts and three (3) sweatshirts every 24 months for Public Service Workers.

(c) Any Code Assistance Officer assigned as the Code Assistance/Animal Control Officer shall be provided with a uniform replacement allowance of $300 per year, $150 to be paid in July and $150 in January of each fiscal year.

(d) New employees employed as probationary Code Assistance/Animal Control Officer shall be provided all uniform needs for the first year of their employment. Thereafter, the employee shall receive the usual uniform allowance for this position as provided above.

(e) Those persons assigned to fill in for temporary absences of the Code Assistance/Animal Control Officer shall be provided with 2 pairs of uniform trousers, 2 uniform shirts and hat that they may properly perform their job function.

(f) The City may require any employee to purchase any shirt/jacket/etc. if it is too worn or tattered.

Section 4 - Cleaning Allowance

(a) The City will pay an outside cleaning firm for the cleaning of the uniforms worn by the regularly assigned mechanics.

(b) In the event of an illness or vacation of one week or more, the City will pay an outside firm for the cleaning of the mechanic's uniforms assigned to the person who substitutes for the regular mechanics in the same manner as described above.

Section 5 - Meal Allowance
Department of Public Works hourly personnel who work over eight (8) hours of overtime in a twenty-four- (24) hour period shall be entitled to meal money not to exceed five dollars ($5.00). Employees are required to submit the receipt from their meal to their supervisor for approval. Employees who submit approved receipts shall be reimbursed for the amount of the receipt not to exceed five dollars ($5.00). It is understood that employees entitled to this meal allowance shall not be required to punch out and shall not take longer than, one-half (1/2) hour for this meal. It is also understood that the employee's supervisor shall determine the appropriate time to release the employees for this meal.

XXV. EMERGENCY RESPONSE TIME

The employer must be able to have enough emergency call-back employees responding within twenty-five (25) minutes of notification so that emergency work can begin. Emergency work being defined as tasks such as snow removal, water main breaks, water service maintenance calls and emergency tree removal.

If the City becomes unable to begin emergency work within twenty-five (25) minutes of notification, the City reserves the right to re-open this Agreement for negotiations on this issue only. New employees hired into such emergency classifications will be required by the City to be able to respond within twenty-five (25) minutes of notification. With the exception of this response time stipulation, there is no residency requirement for members of the Bargaining Unit.

XXVI. LONGEVITY PAY: "53-WEEK PAY"

(a) All employees covered by this Agreement shall be subject to the "53 week" pay program as follows:

The City of Oak Park, not later than December 7 each year, shall issue special payroll checks to all employees herein concerned, other than the normal pay, based on continuous service with the City of Oak Park.

Longevity pay for part-time employees will be prorated. The proration shall be computed on the basis of regular scheduled annual hours divided by 2080 hours to equal service time, multiplied by the longevity calculation.

(b)The formula to be used in the computation of such pay is as follows: (The caps on longevity payments apply for pension purposes only for employees hired after January 1, 1980, and for actual payments and pension purposes for personnel hired after July 1, 1984). FOR EMPLOYEES WITH THREE (3) OR LESS YEARS SERVICE: There shall be no longevity payments made to personnel with less than three years of service.

FOR EMPLOYEES WITH THIRTY-SIX (36) MONTHS TO SEVEN (7) YEARS OF SERVICE:

2% of base pay times number of months continuous service divided by 84 = amount of pay.

There is a cap of two hundred and fifty dollars ($250.00) on longevity payments for employees with less than seven (7) years service.

FOR EMPLOYEES WITH EIGHTY-FOUR (84) MONTHS TO FOURTEEN (14) YEARS SERVICE:
5% of base pay times number of months continuous service divided by 168 = amount of pay.

There is a longevity cap of seven hundred dollars ($700.00) on longevity payments for employees with less than fourteen (14) years service.

EMPLOYEES WITH ONE HUNDRED AND SIXTY-EIGHT (168) MONTHS OR MORE OF SERVICE:
8% of base pay times number of months continuous service divided by 252 = amount of pay.

There is a cap of one thousand three hundred dollars ($1,300.00) on longevity payments for employees with one hundred and sixty-eight (168) months or more of service. This pay is subject to the normal withholding tax deduction.

Beginning in 2001 through 2004, the cap on the longevity for all years of service shall increase $50 per year, which will increase the longevity cap a total of $200 over the term of the agreement.

(c) As this payment is in recognition of years of service, an employee must be on the City payroll on the date of payment. Provided, However if a member of the bargaining unit is on a leave of absence that exceeds (1) one year he/she shall not be eligible to receive payment under the terms of this Article beyond (1) one year. Pro-rata pay on termination will not be permitted except in accordance with paragraph (f) below.

(d) Years of continuous service shall be computed on the November 1 preceding payment.

(e) 53rd week pay shall be computed as a percentage of the employee's annual base salary as of the first day of November preceding payment.

(f) Employees of the Bargaining Unit who become eligible for retirement shall receive their prorated accumulation of the annual "53 week pay" upon retirement.

XXVII. PAY PLAN. METHOD OF PAYMENT PAYROLL DEDUCTIONS

(a) The pay plan for City employees consists of a minimum and maximum for each classification.

(b) Advancement to the maximum step for each classification shall be accomplished in accord with the employee's anniversary dates of service as illustrated on salary structure chart contained within this Agreement.

(c) The City may hire new employees at any step in the wage range of the established classifications.

(d) METHOD OF PAYMENT - All employees will have the option to be paid by check or through the automatic payroll deposit system every two (2) weeks (bi-weekly). Payroll information or Checks will be distributed by the department head or his designated agent not later than every other Friday.

(e) PAYROLL DEDUCTIONS - Certain payroll deductions are compulsory on all pay checks (i.e., Federal Income Withholding Tax, State Tax, Social Security). Voluntary payroll deductions include United Fund, Credit Union, and Union Dues in accordance with Section VIII of this Agreement. If extended health benefit coverage such as optical or additional retirement contributions become effective, those deductions become compulsory.

(f) WAGE RATES - The general wage rates to be paid to Bargaining Unit classifications effective July 1, 2017, through June 30, 2020, are listed in Table A, Job Classification and Wage Rate Structure, attached to this Agreement.

During the term of the Agreement wages shall be adjusted as follows: members of the Bargaining Group shall receive a $750.00 sum one-time payment made after ratification.

July 1, 2017: 3%
July 1, 2018: 2%
July 1, 2019: 1.5%

(g) Part time base hourly rates of pay shall be the same as the base hourly rates of pay for full-time employees as shown in the Job Classification and Wage Rate Structure.

XXVIII. LETTERS OF INTENT

All letters of intent, which have been executed by the representative parties of this Agreement, shall be deemed to be a part of this contract and therefore will continue to be binding upon said parties. It is hereby expressly agreed that any Letters of Intent, which are executed by the parties to this Agreement, during the life of this contract, shall be binding upon the parties as though they were a part of this contract.

XXIX. DURATION OF AGREEMENT

This Agreement and all agreed upon attachments thereto shall remain in full force and effect through, 11:59 p.m. June 30, 2020, and on a day-to-day basis thereafter until such time as the parties reach a new Agreement or until either party shall have given the other party a written, sixty- (60) day notice of contract termination.

IN WITNESS WHEREOF the parties' representatives have affixed their signatures below on _____, __, 2017.

FOR THE UNION
TECHNICAL, PROFESSIONAL, OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM)

Shawn Hairston
President

Lauren Murphy
Secretary Treasurer

Josiaf Nissan
Vice President

Priscilla Laney
Recording Secretary

Gregg Allgeier
Staff Representative

FOR THE CITY
CITY OF OAK PARK

Marian McClellan,
Mayor

Erik Tungate,
City Manager

Ed Norris,
City Clerk

TABLE A - TOWN

JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

AS OF JULY 1, 2017 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	MINIMUM	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
1	Receptionist	27,043	28,426	29,835	31,220	32,602	32,602		
	Service Aide	13.0014	13.6663	14.3440	15.0096	15.6740	15.6740		
2	Administrative Clerk	28,165	29,601	31,063	32,604	34,118	34,118		
	Records Clerk	13.5407	14.2313	14.9342	15.6750	16.4030	16.4030		
	Water Meter Reader								
	Bus Driver								
	Janitor								
3	Administrative Clerk II	30,618	32,134	33,751	35,422	37,223	37,301		
	Assessing Clerk	14.7203	15.4489	16.2266	17.0299	17.8958	17.9333		
	Finance Clerk								
	Senior Citizen Outreach Provider								
	Senior Janitor								
	Bus Driver / Asst. to Senior Citizen Coordinator								
4	Property Clerk	31,950	33,543	35,213	36,989	38,816	38,998		
		15.3607	16.1266	16.9295	17.7831	18.6613	18.7490		
5	Administrative Secretary	33,333	35,031	36,780	38,608	40,538	40,826		
	Finance Clerk II	16.0257	16.8418	17.6826	18.5613	19.4892	19.6277		
	Appraiser I								
	Library Computer Specialist								
	Building Dept. Clerk								
6	Meter Reader/Repairer	33,525	35,211	36,950	38,823	40,750	42,783		
	Code Assistance Officer	16.1180	16.9285	17.7642	18.6649	19.5912	20.5689		
7	Office Coordinator	36,415	38,267	40,199	42,131	44,244	44,845		
		17.5072	18.3978	19.3263	20.2552	21.2714	21.5600		

TABLE 7 - TPCAM

JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

AS OF JULY 1, 2018 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	MINIMUM	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
1	Receptionist	27,584	28,995	30,432	31,844	33,254	33,254		
	Service Aide	13.2614	13.9397	14.6309	15.3098	15.9875	15.9875		
2	Administrative Clerk	28,728	30,193	31,684	33,256	34,801	34,801		
	Records Clerk	13.8115	14.5159	15.2329	15.9885	16.7310	16.7310		
	Water Meter Reader								
	Bus Driver								
	Janitor								
3	Administrative Clerk II	31,231	32,776	34,426	36,131	37,968	38,047		
	Assessing Clerk	15.0148	15.7578	16.5512	17.3705	18.2538	18.2920		
	Finance Clerk								
	Senior Citizen Outreach Provider								
	Senior Janitor								
	Bus Driver / Asst. to Senior Citizen Coordinator								
4	Property Clerk	32,589	34,214	35,918	37,729	39,592	39,778		
		15.6679	16.4491	17.2681	18.1387	19.0346	19.1240		
5	Administrative Secretary	34,000	35,732	37,515	39,380	41,348	41,642		
	Finance Clerk II	16.3462	17.1787	18.0363	18.9325	19.8790	20.0202		
	Appraiser I								
	Library Computer Specialist								
	Building Dept. Clerk								
6	Meter Reader/Repairer	34,196	35,915	37,689	39,600	41,565	43,639		
	Code Assistance Officer	16.4403	17.2670	18.1195	19.0382	19.9830	20.9803		
7	Office Coordinator	37,143	39,033	41,003	42,973	45,129	45,742		
		17.8574	18.7657	19.7128	20.6603	21.6968	21.9912		

TABLE A - TEAM

JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

AS OF JULY 1, 2019 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	MINIMUM	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
1	Receptionist	27,997	29,429	30,889	32,322	33,753	33,753		
	Service Aide	13.4603	14.1488	14.8503	15.5394	16.2273	16.2273		
2	Administrative Clerk	29,159	30,646	32,160	33,755	35,323	35,323		
	Records Clerk	14.0187	14.7337	15.4614	16.2283	16.9820	16.9820		
	Water Meter Reader								
	Bus Driver								
	Janitor								
3	Administrative Clerk II	31,699	33,268	34,943	36,673	38,537	38,618		
	Assessing Clerk	15.2400	15.9942	16.7994	17.6311	18.5276	18.5664		
	Finance Clerk								
	Senior Citizen Outreach Provider								
	Senior Janitor								
	Bus Driver / Asst. to Senior Citizen Coordinator								
4	Property Clerk	33,078	34,727	36,456	38,294	40,186	40,375		
		15.9029	16.6959	17.5271	18.4108	19.3201	19.4108		
5	Administrative Secretary	34,510	36,268	38,078	39,970	41,969	42,267		
	Finance Clerk II	16.5914	17.4364	18.3068	19.2165	20.1772	20.3205		
	Appraiser I								
	Library Computer Specialist								
	Building Dept. Clerk								
6	Meter Reader/Repairer	34,709	36,454	38,254	40,194	42,188	44,294		
	Code Assistance Officer	16.6869	17.5260	18.3913	19.3238	20.2828	21.2950		
7	Office Coordinator	37,700	39,618	41,618	43,618	45,806	46,428		
		18.1252	19.0472	20.0085	20.9702	22.0222	22.3210		