

AGREEMENT

BETWEEN

CITY OF PLYMOUTH

AND

PLYMOUTH DMS EMPLOYEES ASSOCIATION

ORIGINAL



07/01/2021 to 06/30/2025

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AGREEMENT

This agreement is made and entered into as of the 1st day of July 2021, by and between the CITY OF PLYMOUTH, located in the State of Michigan, party of the first part (hereinafter referred to as the "City") and Plymouth DMS Employees Association, party of the second part (hereinafter referred to as the "Union").

WHEREAS:

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 require 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 is provided by law and under the provisions of this Agreement.

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 in the bargaining unit.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE I
RECOGNITION

1.1: The City recognizes 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, pursuant to Sections 26 and 27 of Act No. 176 of

the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of Public Acts of 1947, as amended, for employees as set forth in the bargaining unit found appropriate in the State of Michigan, Labor Mediation Board, Case No. R67-C-111, as certified by the Board on the fourth (4th) day of May 1967.

1.2: Bargaining Unit: All municipal services employees employed by the City of Plymouth, including Water Division employees, but excluding office/clerical employees, temporary employees, seasonal employees, irregular part-time employees, and supervisors as defined in the Act.

ARTICLE II
UNION MEMBERSHIP/SERVICE FEE
AUTHORIZATION FOR DEDUCTION
(NON-EXEMPT EMPLOYEES)

2.1: Each employee who is or becomes a member of the Union or a service fee payer, 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.

2.2: 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.

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

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

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

2.6: The Employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

ARTICLE III
REPRESENTATION

3.1: The City recognizes the right of the Union to designate one (1) Steward and one (1) alternate to represent employees in the bargaining unit. The alternate steward shall only function at times when the Steward is not working.

3.2: The Steward shall be compensated for necessary time spent investigating and adjusting grievances and attending meetings with supervision during his regular straight-time working hours, provided he gives his supervisor an accurate accounting of time lost adjusting grievances by first checking out and in with his foreman and employee's foreman.

3.3: The right of the Steward to leave his work during working hours without loss of pay, as provided for under this Agreement, is with the understanding that the time shall be devoted to the prompt handling of grievances and shall not be abused, and that the Steward shall continue to work at his assigned jobs at all times except when required to leave his work to handle grievances as provided for herein.

3.4: The Steward, regardless of his actual seniority, not including alternate, shall be considered to have top seniority among employees holding the same job classification only for purposes of layoff and recall to work.

3.5: No employee shall be eligible to serve as a Steward or alternate unless said employee has attained seniority under the provisions of this Agreement.

3.6: No provision of this Agreement shall require that a Steward be called in to work earlier than his regular starting time of his job because some employee he represents start work earlier than his starting time or be given overtime when some employees in his area start and/or quit later than his job.

3.7: The Union shall furnish to the City, a written notification identifying the Steward and Alternat. The City shall not be obligated to recognize any employee as the Steward or Alternate until such written notification is received by the City.

3.8: The City agrees that the Union Business Agent shall have access to City operations during working hours after first notifying the Director of his desire to do so. It is agreed between the parties that such visits by the Union Business Agent shall only be for the purpose of aiding the settlement of disputed matters and, further, that there shall be no interruption of the normal course of City work operations during such visits. It is the intent of this paragraph that whenever possible, the Business Agent shall first contact the Director by telephone prior to coming on City property.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1: Purpose. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

4.2: Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

4.3: Presentation of a Grievance. To be a proper grievance it must be presented at the first step of the grievance procedure within five (5) working days of knowledge or when such information should have been known.

4.4: Extension of Time Limits. By mutual written agreement, any time limits may be extended or waived.

A. STEP I - VERBAL.

Any person who has a grievance may, on their own or with Union representation, or the Union may on its own, discuss such grievance with the immediate

Supervisor at such level at which grievance was thought to have been initiated.

If the grievance is not satisfactorily settled at Step I, grievance shall be reduced to writing and presented to the City Manager or his designee within ten (10) working days of answer in Step I.

B. STEP II - CITY MANAGER.

Within fourteen (14) calendar days of receipt of the grievance by the City Manager or his designee, the City Manager or his designee shall cause a meeting to be held with the Union or the Union and the grievant.

City Manager shall answer such grievance within ten (10) work days of said meeting.

C. STEP III - ARBITRATION.

If the Union feels the grievance is not satisfactorily settled in Step II, the Union may, within fourteen (14) calendar days of receipt of answer at the POAM office, file a notice with the City Manager of its intention to appeal said grievance to Arbitration. The Union shall obtain a list of Arbitrators from the Michigan Employment Relations Commission (MERC) or the Federal Mediation and Conciliation Service (FMCS). The answer of the Arbitrator at this step is final and binding on all parties.

4.5: Informal Resolution. The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

4.6: Timely Action. Immediate Supervisors shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.

4.7: Cost of Arbitrator. The compensation and necessary expenses of the Arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

4.8: Power of Arbitrator. An arbitrator shall have no power to add to, subtract from, or modify any of the terms of this

Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

4.9: Individual Adjustment. While an employee may settle a grievance with the Employer, upon request the Union shall be given an opportunity to be present at any such settlement. In no event shall any individual adjustment of a grievance be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

4.10: Time Limitations. If either party fails to comply with the procedure in filing a grievance in the time Limitation set forth in the grievance procedure, the matter shall be deemed to be resolved against that party.

4.11: Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

ARTICLE V

SENIORITY

Acquiring Seniority:

5.1: New employees shall be deemed probationary and shall not acquire seniority until they have completed their probationary period. The initial probationary period shall be ninety days. This initial probationary period may be extended in ninety-day increments up to a maximum probationary period of twelve consecutive months. Probationary employees shall be evaluated at ninety (90) day increments and the Union shall be notified of the evaluation and probationary status. During this period, probationary employees shall not be entitled to any rights within the meaning or intent of this Agreement. There shall be no responsibility for the re-employment of employees if they are laid off or discharged during their probationary period.

5.2: When an employee completes his initial probationary period, his seniority date shall be his date of hire. During the first ninety days of employment, a probationary employee shall not be paid for sick time or vacation time. Upon completion of the first ninety days of probation, however, accumulated sick and vacation days shall be credited to the employee retroactive to date of hire.

5.3: Definition of Terms:

- A. Promotion - Restricted to the advancement of employees to higher-paid classification.

- B. Transfer - Restricted to the lateral movement of employees to equal-paid classification.
- C. Demotion - Restricted to the downgrading of employees to lower-paid classifications. Employees shall not be allowed to request a demotion except for the reason of proven inability to perform the work due to advanced age or physical disability.
- D. Layoff- Employee removed from active payroll due to reduction the work force.

5.4: Employees may be temporarily assigned to fill a vacancy for a period not to exceed ten (10) continuous working days. Employees with the most seniority will be given the first opportunity to fill such a vacancy and if the vacancy cannot be filled in this manner, the least senior qualified employee shall be assigned. Employees temporarily assigned to other classifications shall be given credit toward completion of their training program only on the basis of full eight (8) hour workdays.

Employee's Right to File Application for Training:

5.5: Employees who desire to be considered for training when job openings occur shall be permitted to submit an application requesting such consideration. Application may be rejected for proper cause, with right of the Union to process complaint through the Grievance Procedure.

5.6: Seniority employees may file such applications for training at any given time prior to time actual job openings occur. Employees shall be limited to having three (3) such applications on file at any given time.

5.7: Such applications shall remain on file until the employee is assigned to training on a particular job or he requests in writing its withdrawal. Once an employee has been assigned to training on the basis of such application, and in line with seniority, he shall not be considered for training again on the basis of any other application for a period of six (6) months.

Procedure for Filling Permanent Job Openings:

5.8: Promotions and Transfers: The following steps shall be followed in promoting employees to fill job openings:

- Step One: Promote the most senior qualified employee who has completed training for a particular job classification and has shown a demonstrated ability for the job.

Step Two: Recall in seniority order employees from layoff who have previously completed training on the classification where the job opening occurs.

Step Three: Promote on the basis of the amount of training time accumulated, partially trained employees.

Step Four: Promote, on a trial basis, the employee with most seniority who has previously filed an acceptable application for training to the where the opening occurs.

Step Five: If the opening cannot be filled in any of the above manners, then, a new employee may be hired. Any subsequent openings, which result from applying these steps, may be directly filled by hiring new employees.

Procedure for Reduction in Work Force:

5.9: When a reduction in the work force occurs, employees shall be removed from the affected job classifications and reassigned or laid off according to the following procedure:

- A. Remove probationary employees. They may replace other probationary employees or be laid off. If the necessary reduction cannot be affected in this manner, then:
- B. Remove employees in training in the reverse order of their training time.
- C. Remove, in reverse order, fully trained employees working on the affected job classifications. Seniority employees so removed shall be assigned to the highest-rated job classification for which they are qualified to perform on the basis of their seniority and training. Such employees shall always replace probationary employees or, if the employee is not qualified for job placement on this basis, he shall be laid off.

5.10: Permanent layoffs shall only be effective at the end of the employee's scheduled work hours on Friday. Employees scheduled for permanent layoff shall be given two (2) workdays' advance notice.

5.11: Recall of Laid-Off Seniority Employees: Laid-off seniority employees shall, as job openings occur, be recalled, in reverse order to layoff, to work classifications which they have previously performed in a satisfactory manner.

5.12: Loss of Seniority: Seniority shall be terminated for any one of the following reasons:

- A. If the employee quits.
- B. If the employee is discharged, unless reversed through the Grievance Procedure.
- C. If the employee is absent for three (3) consecutive workdays without properly notifying management unless the employee can demonstrate his inability to communicate with management.
- D. If the employee fails to notify the City within three (3) days of his intent to return to work after being notified to return to work and fails to return to work within seven (7) calendar days after being notified.

- E. If the employee fails to return to work on the first scheduled workday following the termination of any leave of absence, period of excused absence, or disciplinary layoff without a bona fide excuse acceptable to the City.

- F. If an employee performs no work for any reason other than as set forth in Section 6.11 herein for the City for a period of one (1) year or the length of seniority he attained as of his last day worked, whichever is shorter.
- G. Any employee who accepts employment with another employer or goes into business for himself, when on any type of leave of absence under this Agreement shall be subject to automatic termination of his seniority.
- H. If the employee separates upon permanent, partial, or total disability.

Seniority - General:

5.13: Seniority lists shall be posted and brought up to date regularly by the City. Such lists may be brought up to date more often when required by some unusual circumstance. Two (2) copies of such list shall be furnished to the Union. The Union shall have three (3) regular working days to question such seniority list after which time it shall be final and binding on all parties.

5.14: Notice of recall to work shall be sent by certified mail or telegram to the employee's last known address. It shall be the employee's responsibility to notify the City of his correct address and of any changes. Neither the City nor the Union shall be responsible for the employee's seniority if he fails to maintain his correct address at the City office at all times.

5.15: Any employee who, as a result of promotion or transfer, has been designated as a supervisor, clerical worker or to any other position outside the bargaining unit shall retain his seniority and shall continue to accumulate seniority following the date of such reassignment for a period of one (1) year after which time it shall be frozen. This period of time may be extended for another ninety (90) day period by mutual agreement in writing between management and TPOAM. This provision shall apply to members of supervision as of the effective date of this Agreement who formerly had worked in the bargaining unit.

5.16: If any new employee is hired as a supervisor or in any position outside the bargaining unit and later during the life of this Agreement is transferred to a position within the bargaining unit, he shall be considered a new employee and his seniority shall begin with the date he acquired seniority under the terms of this Agreement.

5.17: Any employee who has been incapacitated for his regular work by work related injury or by work-related occupational disease may, at the City's discretion, be employed in other work in a job that is operating which he can do without regard to any seniority provision of this Agreement, except that such employee may not displace any employee with longer seniority. Such employee shall be paid the rate of the classification to which he is assigned.

5.18: Employees who are off the "active payroll" for a continuous period of thirty (30) calendar days or more for any reason may, at the option and expense of the city, be required to submit to a physical examination. It is understood that the City, at its discretion, can insist that an employee off the active payroll for less than thirty (30) days submit to a physical examination by the City's doctor, provided the City has good cause for taking this action.

5.19: Casual, part-time, and seasonal help may be used. They shall not be used to displace seniority employees. Casual, part-time and seasonal help shall not work weekend or holiday overtime until qualified, regular employees working within a given classification are first offered such weekend or holiday overtime work. Casual, part-time, and seasonal help shall not acquire seniority or be eligible for any benefits under this labor Agreement. The intent of this section is to allow the needs of the City to be met in a manner that allows efficient use of manpower and equipment. Casual, part-time and seasonal employees shall be permitted to drive City vehicles for transportation purposes including transporting employees, equipment, materials and supplies to the work site. In addition, casual, part-time, and seasonal employees may operate equipment in accordance with their qualifications in the event that a union employee is unable to perform such task. Casual, part-time, and seasonal employees will operate only that equipment that they are licensed and trained to operate. Union employees will be deemed unavailable to perform such task if they are already assigned to a task requiring their abilities or are either absent or unavailable to work.

ARTICLE VI
LEAVES OF ABSENCE

6.1: Personal Leave of Absence: A leave of absence without pay may be granted for personal reasons to seniority employees by management for a period not to exceed thirty (30) days upon written application by the employee. Seniority shall accumulate during such leave of absence. The City may, at its discretion, grant an additional time off not to exceed thirty (30) days upon request by the employee.

6.2: Each employee shall be entitled to three (3) personal leave days which are awarded July 1 of each year and must be used by the following June 30. The days must be requested in advance and in writing and approved by the Department Head or his designee. Requests submitted at the beginning of the shift will be answered by the end of that shift. Personal leave days may be split into one (1) hour increments.

SICK LEAVE:

6.3: Sick leave with pay shall be earned by all seniority employees, except those who work less than 1,040 hours a year. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only in case of necessity as follows:

- A. Due to personal illness or physical incapacity.
- B. Due to illness of a member of the employee's immediate family who requires the employee's personal care and attention. Use of sick leave for this purpose is limited to five (5) days in anyone (1) year. "Immediate family" in this case includes the employee's spouse, children, parents, grandparents, brothers, or sisters or those of the employee's spouse.
- C. Bereavement Leave: Full-time employees shall be allowed the following leaves of absence, with pay, as bereavement leave:
 - Five days for the death of a spouse or child.
 - Four days for the death of a parent.
 - Three days for the death of a sister, brother, mother-in-law, father-in-law, stepchildren, grandchildren.
 - Two days for the death of stepparents.
 - One day for grandparents, brother-in-law, sister-in-law, or member of the employee's immediate household.

Any additional time taken must then be deducted from the employee's accumulated Vacation, Personal or Compensatory leave banks.

6.4: In order to receive compensation while absent on sick leave, an employee shall notify his supervisor prior to the start of his shift that he will not be in to work, unless proof is presented that it was impossible for him to contact management. Medical certification will not be required to substantiate sick leave of two (2) consecutive workdays or less. In the event an employee is absent for more than five (5) sick leave days in any one (1) contract year, he may be required to submit a doctor's certificate or, in lieu thereof, a signed statement setting forth the reasons for such absence, regardless of duration. This provision shall not diminish the right of the City to require such certificates or statements for each instance of sick leave in cases where it has been determined that sick leave abuse exists.

6.5: For purposes of computing sick leave pay, a workday shall be considered as one-fifth (1/5th) of the number of working or duty hours in the established work week for each employee.

6.6: The following shall apply as pertains to the accumulation of sick leave days which is in conjunction with the Accident and Sickness (weekly indemnity) insurance program adopted by the City.

- A. The City shall provide twelve (12) sick leave days equivalent to ninety-six (96 hours) and be credited to each member on July 1, of every year.

Unused sick leave shall accrue and may be

accumulated only to a total of twenty-two (22) workdays. An employee shall be paid on an annual basis of one hundred Percent (100%) of each unused sick day in excess of twenty-two (22), on his current contract rate as of June 30 of that year.

- B. Each regular employee with at least five (5) years seniority who terminates his employment with the City by reason of his death or retirement shall be paid for one hundred percent (100%) of his accumulated sick leave up to thirty-four (34) days.
- C. Each regular employee with at least five (5) years seniority who quits or resigns from his employment with the City shall be paid for one-third (1/3) of his accumulated sick leave up to twenty-two (22) days.
- D. In no case shall a City employee who has been discharged be entitled to pay for accumulated sick leave. In addition, there will be no payout of any kind of sick time upon resignation, termination, retirement pro-rated or otherwise.

6.7: When sick leave is allowed for the work day before or after a paid holiday, the holiday shall be charged as a sick leave day when credits are available. With properly submitted documentation and the approval of the Director, the employee shall not have the holiday pay charged as sick leave time. The Director shall have the exclusive right to review documents on a case-by-case basis, non-precedent setting, without recourse from the Union.

6.8: Employees may split sick leave time into one (1) hour increments which may be used at either the beginning or the end of the workday.

6.9: Employees shall accumulate seniority during a non-work related sick leave and they shall have their seniority terminated when they have been on such leave for a continuous period of two (2) years or for a continuous period of time equal to the length of seniority time they have accumulated as of the date such leave began, whichever is shorter.

6.10: Employees shall accumulate seniority during a work related sick leave and they shall have their seniority terminated when they have been on such leave for a continuous period of three (3) years

or for a continuous period of time equal to the length of seniority time they had accumulated as of the date such leave began, whichever is shorter.

6.11: Probationary employees shall not receive credit for the time off due to illness or injury. There shall be no obligation on the part of the City to reinstate or rehire such probationary employees.

6.12: Prior to returning to work following a sick leave of absence, such employee shall be required, at the option of the City, to submit to and satisfactorily pass a medical examination by the City doctor.

Leave of Absence for Military Service:

6.13: The City shall act in accordance with applicable federal laws respecting military service. An employee on summer reserve training shall be paid the differential between their base pay and their military pay for a maximum of ten (10) working days per year.

6.14: If an employee is called to active military service, the employee may only continue to accrue benefits, including all insurances and leave time, for a period of sixty (60) continuous calendar days. In the case of active duty call up, the employee shall not be paid the differential between their base pay and their military pay for more than a total of ten (10) working days per year. Employment seniority will continue to accrue.

Union Leaves:

6.15: The City agrees to grant necessary time off not to exceed five (5) regular workdays, without discrimination or loss of seniority rights and without pay, to any seniority employee designated by the Union to attend a labor convention, provided forty-eight (48) hours written notice is given to the City by the Union specifying length of time the employee is to be off. Due consideration shall be given by the Union in order that there shall be no disruption of the city's operations due to lack of available employees. Such Union requests shall not involve more than one (1) employee at any given time.

6.16: A longer period for a Union leave of absence may be granted. Such longer Union leave shall be limited to one (1)

bargaining unit employee at any given period of time. Due consideration shall be given by the parties in order that there shall be no disruption of the City's operations due to lack of available employees.

General:

6.17: Any employee who fails to report to work on the first regular scheduled work day following the termination of any type of leave of absence shall be terminated from the City payroll, unless the employee presents a reason for his delay in returning to work that is satisfactory to supervision. The City shall have full right to request proof to cover said reason.

6.18: Any employee who gives a false reason for leave shall be discharged.

6.19: Time absent on leave of absence shall not count toward an employee's entitlement to automatic progression in wage scale based on time at work.

6.20: No employee shall be allowed to return to work prior to the expiration of his leave unless approved by the supervision.

ARTICLE VII
HOLIDAYS

7.1: Employee shall be paid holiday pay as provided hereinafter for New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Work Day Preceding Christmas Day, Christmas Day, Work Day Preceding New Year's Day, Effective July 1, 2021, Veterans Day and Birthday will be converted to "floating holidays". These days operate on the same pattern as personal days, to be used by June 30 of each year. There is no carry over of these days.

- A. The employee must have seniority as of the date of the holiday.
- B. The employee must have worked the last scheduled work day prior to and the next scheduled workday after such holiday.

7.2: When a holiday falls on a Saturday or Sunday, and the holiday is observed by the State and/or Federal Government on a different day, said day shall be considered as the holiday under the provisions of this article, and eligible employee shall receive holiday pay.

7.3: Employees eligible for holiday pay under these provisions shall receive eight (8) hours pay for each of the holidays as specified in this Agreement, computed at their regular straight-time rate, exclusive of any premium payments above the base straight-time rate.

7.4: When a holiday specified above falls within an eligible employee's approved vacation period, the employee shall have the option of either receiving payment for said day or taking said day off in conjunction with his vacation subject to departmental requirements.

7.5: Employees eligible for holiday pay and who report for work on a shift starting on any of the specified holidays, except those starting at 11:00 P.M., shall receive pay at the rate of two (2) times their regular rate in addition to their holiday pay. Employees who have accepted, or lesser seniority employees assigned to work within the classification involved on such holiday who then fail to report for and perform such work, without reasonable cause for such absence, shall not receive pay for the holiday.

ARTICLE VIII

VACATIONS

8.1: Each employee who has acquired one (1) or more years of seniority and who has worked at least a total of 1560 hours during the twelve (12) calendar months preceding his anniversary date shall be eligible for a full vacation and vacation pay in accordance with the following schedule. Employees who fail to qualify because they have not worked a total of 1560 hours during their anniversary year shall be paid vacation pay on the basis of one-twelfth (1/12th) of their total vacation pay for each one hundred thirty (130) hours worked during their anniversary year. Such employees shall also be allowed one-twelfth (1/12th) of the total vacation pay hours, as a-vacation time off, for each one hundred thirty (130) hours during their anniversary year.

8.2: Schedule of Vacations and Vacation Pay:

A: Employees with one (1) year of seniority but less than five (5) years of seniority shall receive twelve (12) days of vacation with pay for ninety-six (96) hours at their regular straight time rate, exclusive of any premium pay. Employees with six (6) months of continuous service may borrow five (5) vacation days in advance of completion of their first year.

The ability of employees to borrow up to five (5) days' vacation time is not limited to only those employees in their first year of service and is offered to all employees covered by this agreement. In addition, those employees requesting to borrow up to five (5) days of vacation time will only be allowed to make the request one (1) time during their Anniversary year.

- B. Employees with five (5) years of seniority but less than ten (10) years of seniority shall receive seventeen (17) days of vacation with pay for one hundred thirty-six (136) hours at their regular straight time rate, exclusive of any premium pay.
- C. Employees with ten (10) years of seniority but less than fifteen (15) years of seniority shall receive twenty-two (22) days of vacation with pay for one hundred seventy-six (176) hours at their regular straight time rate, exclusive of any premium pay.
- D. Employees with fifteen (15) or more years of seniority shall receive twenty-four (24) days of vacation time with pay for one hundred ninety-two (192) hours at their regular straight time rate, exclusive of any premium pay.

8.3: No employee shall be entitled to more than one (1) such vacation during any twelve (12) month period. Employees who are on any kind of an approved leave of absence or are on a laid off status as of their anniversary date and who have worked sometime during their just concluded anniversary year, shall be eligible for a pro-rated vacation payment in accordance with the provisions as contained herein.

8.4: Employees with at least one (1) year seniority shall be entitled to split their vacations into one-quarter (1/4) day segments upon proper request and with permission of the Supervisor. Vacation requests must be made at least 24 hours in advance of requested vacation leave time.

8.5: In the event of the death of an employee, his earned vacation shall be paid to his surviving spouse or to his estate.

8.6: There will be a vacation selection period from February 1 to April 30 of each year. Requests entered to the Department Head between those dates shall be given preference according to seniority. Vacation requests after April 30 of each year shall be granted on a first-come/first-serve basis. Employees shall be given one (1) first choice and then shall not be given preference until all other employees have been granted their first-choice vacation period. If, for any reason, an employee should cancel his first choice, he shall only be allowed to exercise his option for rescheduling according to the manpower requirements of the department.

8.7: Vacation periods shall be set by supervision with due regard to seniority and preference of the employees and consistent with the requirements for the efficient operation of the City.

8.8: Should working conditions warrant, supervision shall have the right to cancel an employee's vacation and request him to submit a new date for his vacation, provided supervision notifies both the employee and the Union of its decision at least two (2) weeks in advance of the beginning of the employee's previously approved vacation.

8.9: Request for vacation period changes by employees shall not be considered by supervision unless the employee desiring such a change has submitted his request for such change to supervision at least two (2) weeks in advance of the beginning of his previously approved vacation period.

8.10: Vacations shall be paid at the straight-time rate of pay an employee is receiving on his anniversary date, excluding any fringe or premium pay.

8.11: Employees may carry over to the next year five (5) vacation days upon written request to and approval by The

Department Head and the City Manager. Request for vacation leave time rollover must be made at least two (2) weeks prior to the employee's anniversary date.

ARTICLE IX
WAGES AND HOURS

Classification and Rate Schedule:

9.1: All classifications and rates agreed to by the parties are recorded as Appendix "B", which is attached hereto and is a part of this Agreement.

9.2: When new jobs are placed in operation during the terms of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the City shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Steward with a copy.

9.3: The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Steward. During this thirty (30) day period, but not hereafter, the Union may request the City to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date workers started on the job, except as otherwise mutually agreed. In case the parties are unable to agree on the rate, the issue may be submitted to the Grievance Procedure and in no such dispute shall the Union have the right to strike or the City to lock out. When a new job classification has been assigned a permanent rate, either as a result of the Union not requesting negotiations during the specified time period or as a result of final negotiations, it shall be added to and become part of Appendix "A".

Working Hours:

9.4: The normal workweek shall be forty (40) hours, consisting of five (5) eight (8) hour shifts in consecutive days from Monday through Friday, inclusive. The workday shall be the twenty-four (24) hour period beginning with the start of the regular work shift. This provision shall not be construed as a guaranteed workday or workweek. Nothing herein shall restrict the City from scheduling overtime and employees shall be required to work such overtime unless excused by supervision for satisfactory reasons. All employees shall maintain residence within 35 miles ("as the crow flies") from the DMS office.

9.5: The City and the Union agree that work hours will be 7:00 a.m. to 3:30 p.m.

9.6: The starting and quitting time of each shift shall be established by the City as required to meet operating schedules.

9.7: Employees are allowed a fifteen (15) minute break during both the first and second half of their shifts. Breaks shall be taken, at the job site or at City facilities based upon location and nature of work assignments. It is understood that drive time to leave and return to the job site is included in the 15-minute break time.

9.8: Employees shall be allowed a ten (10) minute wash-up period prior to lunch and at the end of each workday. Employees may punch out at the beginning of their wash-up time to facilitate leaving the yard at lunch.

Overtime Pay:

9.9: All employees covered by this Agreement shall be paid for all time spent in the service of the City, provided such time worked was at the direction of supervision. Rates of pay provided for by this Agreement shall be maximums. Time shall be computed from the time that the employee is ordered to report for work, and he registers in until the time he is effectively released from duty.

9.10: Employees called in to work by management at times other than their regular shift hours to cover an emergency shall be paid at a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight time rate. This provision shall not apply when regular shift hours have to be adjusted due to prolonged emergency assignment: nor shall employees called in be entitled to shift differential.

9.11: Employees called in to work their second regular day off shall be paid a minimum of two (2) hours pay at two (2) times their regular straight-time rate. All other provisions affecting overtime shall remain in force.

9.12 : Time and one-half (1-1/2) shall be paid for time worked in excess of eight (8) hours per workday. A paid holiday shall count as eight (8) hours worked when computing overtime rates. After sixteen (16) consecutive hours worked, all subsequent hours worked, including the regular shift, shall be paid at time and one-half until a break of at least eight hours occurs prior to reporting for work again. The City reserves the right to terminate job assignments, relieve the crew and assign a new crew to complete the job if safe working practices cannot be maintained due to the length of the assignment. If an employee is sent home with pay, the pay shall be at the straight time rate.

9.13 : All daily overtime shall be worked by the employee who performed the job assignment the greatest number of hours during the regular shift hours. This provision shall apply even when that employee has to be called back.

During winter snow & ice control measures, each occurrence of snow plowing, salting, brining, etc., will be treated as a new event; meaning the lowest bargaining unit employee will be the first eligible for the overtime. Following the conclusion of that event, the hours will be calculated, and should a new event arise, the new lowest hour bargaining unit employee would be the first eligible for the overtime.

During the scheduling of the crews prior to the beginning of the workday or should the need arise to reschedule crews to handle an urgent/emergent issue throughout the day, every reasonable effort will be made to identify and place those lowest rotating overtime bargaining unit members on the job with expectation of being first available for the overtime.

9.14: Within classifications and excluding cemetery assignments, all overtime shall be rotated among members of the department covered by this Agreement. Each July 1, all charged overtime will be rolled back to zero (0). Overtime shall be recorded based solely on the number of hours worked. When time is equal, overtime shall be based on seniority.

An employee who returns from a leave of absence other than annual vacation shall have his overtime hours adjusted within ten (10) hours of the average among all active members of the bargaining unit at the time of his return to work.

9.15 : Employees in both Operations Team Leader and Operations Technician job classifications shall be eligible for overtime assignments as assigned to these employees. It is understood that there are exceptions to this rule that require other overtime arrangements as deemed appropriate by management, such as the requirement for an Operations Team Leader to operate a particular piece of equipment. In such cases, management reserves the right to restrict overtime to the appropriate classification.

After management has gone through the rotating lists of classifications and has not been able to get an employee or employees, the employee(s) from the Operations Team Leader and Operations Technician classifications with the lowest overtime hours on the overtime list shall be required to work. Employees requested to work overtime shall work such overtime, unless excused for reasons satisfactory to management. An employee who does not desire to work overtime may file with the department head, a letter so stating and said employee will not be called for overtime unless circumstances warrant. Such an employee will not take part in rotating overtime, nor have any claims for same.

Employees can be called in for overtime assignments when they are on vacation only if that employee informs management that he/she will be available for such call in. The employee on vacation shall be called last in the rotation of all employees, including available mechanics, water meter maintenance and building maintenance employees. Overtime for cemetery operations shall first be offered to Operations Technician employees based on the rotating overtime list, after which offered to Operations Team Leader, then Water Technician.

9.16: Red time shall be charged against an employee's overtime record when, for any reason, he refuses or fails to report for overtime. For purposes of this provision, failure to answer the telephone call shall be construed as a refusal. The City shall record attempted telephone calls as to the date and time of such calls.

9.17: Overtime for cemetery operations shall first be offered to Operations Technician and Operations Team Leaders based on the rotating overtime list, after which shall be offered to Water Technician based on rotating overtime list.

Overtime for the Cemetery, which is not consecutive to the regular shift, shall be paid a minimum of two hours at time and one-half or double time depending on the day.

9.18: All accurate overtime charged to the rotation list must remain on the list.

9.19: Overtime shall be charged and rotated in one-quarter (1/4) hours.

9.20: Employees who work overtime for a period in excess of two (2) hours are entitled to take a fifteen (15) minute break, and those who work over four (4) hours of overtime are entitled to take a thirty (30) minute break. The scheduling of any such breaks is at the discretion of management. This discretion shall not be abused. For each period of four (4) hours of overtime worked, employees shall receive meal reimbursement for the actual cost of one meal up to a maximum reimbursement of \$8.00 per meal. Receipts will be required to receive reimbursement. Meal reimbursements will be added on payroll checks in the pay period in which they were earned.

9.21: COMP TIME: In lieu of paid overtime, employees shall have the option of earning comp time with a rolling cap not to exceed 40 hours at any time. The employee will be paid for hours worked beyond the rolling cap of 40 hours.

Rates to be Paid Upon Promotion, Demotion, Transfer

9.22: Employees shall be paid in accordance with the wage schedule in Appendix "A" unless otherwise provided below.

- A. Seniority employees demoted from a higher-rated classification to a lower-rated classification shall be paid the rate of the new classification effective the Monday following the date of transfer.

- B. Seniority employees transferred to another classification carrying the same rate shall be transferred to their present rate.

9.23: When an employee is temporarily assigned to a lower-rated classification to replace absentees, or to meet other emergencies, he shall be paid for all such hours worked on the temporary assignment at his present rate. When, under these conditions, an employee is assigned to a higher-rated classification, he shall be paid for all such hours worked that day at the higher rated classification pay.

9.24: Pay Period. All regular employees covered by this Agreement shall be paid in full every two (2) weeks. Not more than seven (7) days shall be held from a regular employee.

9.25: Jury Pay. An employee who is called for jury service shall be excused from work on the days on which he serves, and he shall receive, for each day of jury service on which he otherwise would have worked, the normal hourly wage for eight (8) hours for each day of jury service, provided the employee turns into the City, the payment he received from the Court minus the mileage allowance allowed by the Court for jury service.

9.26: Those members released for fire duties shall lose their spot on the bargaining unit overtime list.

9.27: On-Call Employees. Employees classified as Operations Team Leader, Operations Technician, and Water Technician with one year of seniority will be required to rotate the weekly "on call" assignment. They may, by mutual agreement of employees involved, exchange their "on call" with another employee, provided they make proper notifications with the Supervisors. The Supervisors will then update the "on call" list and send it to the appropriate offices (i.e., Dispatch, City Manager's Office).

Employees may "opt-out" of being in the "on-call" rotation. Employees who "opt-out" will forfeit their \$1,200 lump sum cell phone bonus but are still eligible for overtime based on the rotating overtime list.

The "on-call" period shall run from Monday at 7:00 a.m. until the following Monday at 7:00 a.m.

The "on-call" employee will carry the City issued cell phone as prescribed in the DMS cell phone policy and answer calls from the Dispatch Center. "On-call" employees reserve the right to provide an alternative phone number through which to be contacted at if they so choose.

The "on-call" employee must answer their phone or return any voicemail left within fifteen (15) minutes of a call. Failure to do so will result in a \$200 deduction of the lump sum cell phone bonus and may result in disciplinary action. Repeated failure to answer the phone or return the call within fifteen (15) minutes can result in a complete forfeiture of the lump sum cell phone bonus and disciplinary action.

The "on-call" employee must be able to respond within forty-five (45) minutes of conclusion of the phone call. If they are not physically able to respond within the forty-five (45) minutes, a phone call to another employee to address the situation will constitute as responding to the situation. The time is determined under normal driving conditions. Failure to respond within forty-five (45) minutes can result in discipline consistent with the practice of graduated discipline.

Once the "on-call" employee has made contact with another employee and said employee agrees to report to work to respond to an after-hours situation, said employee must report within one (1) hour following conclusion of phone call. The time is determined under normal driving conditions. If employee is unable to respond within one (1) hour due to driving conditions, they must ensure another member of the bargaining unit can respond.

Reimbursement for serving in the "on-call" capacity will be a lump sum bonus of \$1,200 paid annually with the second pay period in January.

"On-call" employee is required to respond if after going through the rotating "on-call" list no other employee is available to respond. On-call employee is required to provide said response.

The "on-call" employee should be notified via the Dispatch Center, have the authority to choose to respond themselves in order to address the situation and will be paid according to the overtime rules. The "on-call" employee also has the authority to call another employee, based on the rotating overtime list, to address the situation. In this instance, the "on-call" employee shall not receive any additional compensation. In the event that the "on-call" employee has called all employees on the rotating overtime list and has not received confirmation that another employee is able or willing to come in to address the situation, then the "on-call" employee will be required to come in to address the situation.

In the event the "on-call" employee is called and notified of the request for snow and ice control measures (salt truck), the "on-call" employee will be required to follow the rotating overtime list to coordinate a response for the situation. The "on-call" employee does not have the exclusive authority to initially respond to this situation as referenced in the previous

paragraph, instead, the "on-call" employee reverts back to be placed in the rotating overtime based on their accumulated hours and may respond should, based on the rotating overtime hours, they are the next employee to be contacted on the list. The "on-call" employee has the option to turn down the option of responding based on the understanding they will receive "red time" for said refusal; however, in the event the on-call employee cannot locate another employee willing nor able to respond, the "on-call" employee will be required to respond to provide said services.

9.28: During the winter months, the assignment of "Upper Deck person" shall be done on a weekly basis and will not change on a daily basis. The intent is to allow the employee assigned to this role the ability to keep a uniform schedule for the week they are assigned the role. Based on weather conditions, the role of "Upper Deck person" can be scheduled to occur as necessary, so long as the schedule is designated for the entire week (example, week one has an "Upper Deck person" assigned, but week two and three may not need the assignment, but week four may require the need for said assignment).

9.29: The Employer shall schedule all known overtime by close of business on each Wednesday for work to be performed on Thursday, Friday, Saturday and Sunday in the same week. Otherwise, all known hours worked shall be paid at 2 times their regular straight-time rate of pay.

ARTICLE X LONGEVITY PAY

10.1: DMS bargaining unit employees shall be paid fifty dollars (\$50.00) for each year of seniority retroactively payable at completion of five (5) years of seniority, to a maximum of one thousand dollars (\$1000.00) per year. Longevity pay shall be paid annually with the first paycheck in December.

ARTICLE XI CITY RIGHTS

11.1: It is recognized that management of the City, the control of its properties and operations, and the maintaining of order and efficiency are solely the responsibility of the City, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement. Other rights and responsibilities belong solely to the City, including but not limited to: the sole right to manage its business and direct the working force, including the right to decide the number and work locations, the machine tools and equipment, the services to be rendered, the place of services, the method of rendering services, the schedules of work including production standards and the flow and control of work to be performed, all designing, engineering, and control of raw

material, semi-manufactured and finished material; to determine the job content of any work that shall be performed by employees; to maintain order and efficiently in its City facilities and operations, including the right to hire, layoff, assign, transfer, promote; to discipline or discharge for proper cause; to make reasonable rules for employees, and determine the qualifications of employees and to determine the starting and quitting time and number of hours to be worked.

11.2: The above rights are not all inclusive and it is agreed that the City shall retain all rights, powers, and authority it had prior to entering into this Agreement, subject only to the limitations of this Agreement.

ARTICLE XII PRODUCTION STANDARDS

12.1: The right of the City to establish and enforce production standards, either by formal study or experience of satisfactory employees, is recognized. Such production standards shall be established on the basis of fairness and equity consistent with quality workmanship, efficiency of operations, and reasonable working capacity of normal experienced operators.

12.2: The City may change the production standards on an operation because of change of methods, machine feeds or speeds, materials, sequence of operations, tools or equipment, or changes in design of any product or to correct any errors in a production standard.

12.3: On being assigned to a job for which a production standard has been placed in effect, the employee shall be advised by the supervisor as to what such production standard is. Production standards shall be made available for inspection by the Union.

12.4: Continued failure or refusal of an employee to produce on the basis of such production standard shall be considered due cause for discipline, including discharge, unless the failure is due to causes beyond the employee's control.

12.5: Employees shall have the right to process grievances on production standards disputed by them through the Grievance Procedure, as provided for in this Agreement.

12.6: The grievance shall be initiated by commencing at the Second Step of the Grievance Procedure. Decisions at Final Step of the Grievance Procedure shall be final and binding on the City, Union, and employees.

ARTICLE XIII
WAIVER

13.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, it is recognized by the parties that this Agreement covers the entire understanding between the City and the Union and no understanding or no oral arrangement of any kind which is not mentioned or referred to or set forth herein shall be of any force or effect upon any party hereto.

ARTICLE XIV
STRIKES, WORK STOPPAGES, SLOWDOWNS AND LOCKOUTS

14.1: During the life of this Agreement, the Union shall not cause, or its members shall not cause, nor shall any employee take part in any strike, sit-down, stay-in, slow-down, picketing or any curtailment or interference with production against the City.

14.2: During the life of this Agreement, the City shall not lock out any employees in violation of the terms of this Agreement.

14.3: Any individual employee or group of employees who willfully violate or disregard the provisions of this article or of the Grievance Procedure Article of this Agreement may be summarily discharged by the City, without liability on the part of the City or the Union.

ARTICLE XV
EQUIPMENT, ACCIDENTS AND REPORTS

15.1: Under no circumstances will an employee be required or assigned to abnormally dangerous work, or work in violation of an applicable statute or court order, or governmental regulation relating to safety of persons or equipment. The City hereby agrees to pay for tickets issued to employees because of faulty or unsafe equipment.

15.2: Any employee involved in an accident shall immediately report said accident and any physical injury sustained. When required by his supervisor, the employee shall, before starting his next shift, make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action.

15.3: Employees shall immediately or at the end of their shift, report all defects of equipment, such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one (1) copy to be retained by the employee. The Supervisor shall not ask or require any employee to work on any equipment which has been declared by the Department Head or mechanic to be in an unsafe condition.

15.4: When the occasion arises where an employee gives written report on forms in use by the City of machines or equipment in unsafe working operating condition, and receives no consideration from the supervisor, he shall take the matter up with the officers of the Union who will then take the matter up with supervision. Should a written grievance arise, it shall first be entered at the Second Step of the Grievance Procedure.

ARTICLE XVI
BULLETIN BOARDS

16.1: A bulletin board in the lunchroom shall be provided by the City for the exclusive use of the Union. Such use shall be restricted to the following types of notices:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections, appointments and results of Union electors.

C. Notices of Union meetings.

16.2: All material posted on Union bulletin boards must be signed by the Union Stewart.

ARTICLE XVII
INSURANCE

17.1: The City shall provide the following insurance as set forth in the appropriate policies.

- A. Life Insurance. The City shall pay all of the premium costs for life insurance coverage equivalent to the employee's annual compensation taken to the nearest \$1,000.00 if not already an exact multiple thereof. This shall include Accidental Death and Dismemberment coverage at an amount equal to the employee's life insurance benefit.
- B. Short-Term Disability. Employees shall be covered based on the following:
 - 1. Seventy percent (70%) of base straight-time weekly wage.
 - 2. Starts on the fifteenth (15th) day of disability and runs through the twenty-sixth (26th) week of continuous disability.
 - 3. The City may self-insure the short-term disability plan.
- C. Long-Term Disability. Bargaining unit employees shall receive long-term disability coverage based upon the following:
 - 1. Seventy (70%) percent of base salary provided that if the basic amount of monthly income benefit together with other income benefits as defined in the insurance policy would exceed seventy (70%) percent of the base salary, the amount of monthly benefit payable shall be reduced to an amount which together with other income benefits would equal seventy (70%) percent of the base salary.

2. Starts on the first (1st) day of the twenty-seventh (27th) consecutive week of disability and runs to the end of the period of disability or until the end of the month in which the employee attains the age of 70, whichever comes first.

D. Hospital-Medical Insurance. Employees shall be covered for hospital and medical insurance during the term of this Agreement. Employees may be given the option to participate in a Flexible Spending Account which allows for out-of-pocket medical expenses to be paid utilizing earnings deferred on a pre-tax basis.

1. Beginning January 1, 2011, the employer will provide each employee with coverage under a PPO Program through Blue Cross Blue Shield of Michigan or comparable that will offer benefits as listed in the Employee Benefits Guide distributed to all employees annually.
 2. Beginning July 1, 2012, the City adopted the State of Michigan Hard Cap for active employees in compliance with Act 152-Senate Bill 7. The City shall pay up to the designated hard cap amount per year for single, two person and family coverage for each active full-time employee with the employee being responsible for all costs beyond the State Hard Cap as provided by the State of Michigan annually. These figures are subject to change per the State of Michigan. Adjustments will be passed onto City employees as warranted.
2. The employee will be provided the incentive of receiving a monetary bonus equal to 50% of the savings realized by the City for foregoing health insurance benefits through the City and accepting coverage through another source. Said bonus will be issued in a lump sum payment on the first pay period in July and will cover only those months in the previous year that the employee did not receive insurance benefits through the City. There is no bonus for retirees.

Effective July 1, 2021 through June 30, 2025

SIGNATURE COPY

- E. Dental Program. Type I, II and III covered dental services will be paid at 100% of reasonable and customary charges to a maximum of \$1,000 per calendar year per person covered for all services combined and paid in accordance with the terms and conditions of the insurance policy.
- F. Optical Program: An insurance program making available to every employee, spouse, dependent children up to age twenty-six (26), comprehensive services once every two (2) years through a network provider to include: eye exam, one (1) pair of glasses with standard lenses and standard frames allowance or prescription contact lenses.
- G. Retirement Insurance for Employee & Spouse. Effective July 1, 2014, any retirement benefits in this article provided to the spouse of the employee shall be limited solely to the employee's spouse at the time of retirement. A spouse who is divorced from a retiree or who remarries after a retiree's death shall only be eligible for those benefits which the spouse would be permitted to obtain by providing the City of Plymouth with the full premium costs under Federal laws regarding extended health care coverage.

Employees hired prior to 7/1/00 and retiring with 20 or more years of service with the City of Plymouth shall receive health insurance for the

employee and his/her spouse at no cost to the employee. Such coverage shall include health insurance, prescription drug rider, dental and vision at the same level of coverage as an active member of the bargaining unit.

Employees hired on or after 7/1/00 and retiring with 25 or more years of service with the City of Plymouth shall receive for the employee and spouse any and all medical, dental, prescription and optical insurance benefits received by an active member of the bargaining unit. The premiums for said coverage shall be paid 90% by the City and 10% by the retiree. Employees with less than 25 years of service with the City of Plymouth shall not be entitled to any insurance benefits through the City upon retirement.

Employees hired on or after 7/1/04 and retiring with 25 or more years of service with the City of Plymouth shall receive for the employee only any and all medical, dental, prescription, and optical insurance benefits received by an active member of the bargaining unit. The premiums for said coverage shall be paid 90% by the City and 10% by the retiree. Employees with less than 25 years of service with the City of Plymouth shall not be entitled to any insurance benefits through the City upon retirement.

In all cases, eligible insurance benefits, as stated above, will not commence until the employee begins and continues to receive retirement benefits through the Municipal Employees' Retirement System. Said insurance benefits will be supplemental to Medicare parts A and B (at employee's expense) and will be coordinated with benefits received through other sources.

Benefits for retirees and/or spouses shall change as benefits change for active employees.

The Employer and the Union have bargained for and agree that the right to receive the retiree health benefits as set forth herein is vested and

unalterable and intended by the Parties to this Agreement, to be a benefit for the life of the eligible employees and the employee's spouse at the time of retirement as provided herein. The Employer reserves the right to modify the health insurance plans and coverage provided to retirees at any time as the benefits that are offered to active employees may change, with the intent that retirees receive health care benefits comparable to what active employees receive at any given time, but not the right to receive such coverage. The parties have bargained for and intend that this section survive the termination of this Collective Bargaining Agreement.

Retirees are not affected by the Hard Cap or 80/20 option.

- H. New Hires - Effective July 1, 2014. All bargaining unit members hired on or after July 1, 2014 shall be eligible to retire after 25 years of service will be provided with a MERS Health Care Savings Program Account (HCSP) in lieu of full medical benefits upon retirement. The HCSP shall be 5% of base wages retroactive to hire date. It shall be paid per pay period and managed by the employee. It will be based on the following vesting period:

5 Years	25%
9 Years	- 50%
12 Years	- 100%

17.2: Terms & Conditions of Insurance Coverage.

- I. The City reserves the right to select and change insurance carriers and the terms and conditions of the aforementioned policies shall be controlling. To ensure that the City and its employees receive the most economical coverage, the City agrees to obtain bids for coverage every three years.
- J. Insurance coverage will be effective within the first (1st) month following the month in which an employee attains seniority, with actual date of coverage dictated by the policy of the carrier.

K. Insurance coverage shall terminate:

- On the date an employee quits or is discharged.
- At the end of the month an employee is removed from active payroll for any reason, except quit or discharge.
- When a seniority employee returns to the active payroll, his insurance shall again become effective the first (1st) day of the month following his return to work.
- When an employee comes off the active payroll, but still retains seniority rights, he may continue his insurance at the group rate for a period of six (6) months, provided he has his insurance payment into the City by the twenty-fifth (25th) day of each month to cover his payment for the following month's coverage.

17.3: Beginning January 1, 2011, the employer will provide each employee with coverage under a PPO Program through Blue Cross Blue Shield of Michigan or comparable that will offer benefits as listed in the Employee Benefits Guide distributed to all employees annually.

17.4: Beginning July 1, 2012, the City adopted the State of Michigan Hard Cap for active employees in compliance with Act 152-Senate Bill 7. The City shall pay up to the designated hard cap amount per year for single, two person and family coverage for each active full-time employee with the employee being responsible for all costs beyond the State Hard Cap as provided by the State of Michigan annually. The employee is responsible for all costs above the annually adjusted State of Michigan Hard Cap.

ARTICLE XVIII
TRAINING COMMITTEE

18.1: A Training Committee shall be composed of two (2) employees, one (1) Union and one (1) City representative, who will

meet regularly for the purposes of discussing training opportunities and program(s). The committee will work towards a program designed to provide scheduled, formal, and professional training to be conducted by management, staff, and outside staff and other subject matter experts. In addition, the committee will discuss safety issues as provided in 18.2 and 18.3.

- A. The City will continue to provide financial support as well as scheduling support for employees to maintain professional certifications. The City will pay for the successful completion of those classes which provide continuing education units or comparable value as well as provide for the employee to attend such classes during regular work hours. Should a class be offered outside the regular work hours, an adjusted work schedule will be applied for the employee at straight time rate.

18.2 : When an employee is required by a supervisor to work under a condition which the employee regards as a violation of safety rules, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall refer the matter to the Training Committee for consideration and recommendation. When the Union representative on the Training Committee determines that the issue cannot be resolved by the Committee, he may instruct the employee to file a grievance. This grievance shall first be heard at the Second Step of the Grievance Procedure.

18.3 : The City shall consider the personal safety of the employees in establishing operational procedure: Employees will not be required to perform hazardous jobs alone. Crews assigned to hazardous jobs shall be assigned a safety man designated by the City who shall oversee all safety procedures and shall remain on the job site until the completion of the job. The City reserves the right to designate a supervisory employee as the safety man in addition to their supervisory functions. Should it become necessary for the designated safety man to leave the job site, the employee has the right to cease the hazardous work until such time as the safety man returns.

ARTICLE XIX
RETIREMENT PLAN

19.1: Michigan Municipal Employee's Retirement System Act No. 135 of Public Acts of 1945, as amended:

Benefit Plan B-3 base, including the waiver of Section 47(f), E-2 Cost of Living Program, and V-8 rider providing for vesting after eight (8) years of continuous service. Employees hired on or after July 1, 1997 will be entitled to retirement benefits in accordance with the defined contribution program of the Municipal Employees Retirement System/ICMA Retirement Trust. The City will contribute fifteen percent (15%) of the employee's base salary into the defined contribution program.

Defined Contribution:

Effective 7/1/12 for all new hires, the City shall cap their contribution rate at 10% of members' base salary (EVIP).

Effective 7/1/12 for current members, the City's contribution rate shall be capped at 13% of members' gross salary.

Effective 7/1/12 all members shall have the option of making voluntary individual pre-tax contributions between 0-20% into their respective 401a retirement plan with total contributions not to exceed \$49,000 per year or in compliance with IRS rules.

The employee may contribute up to five percent (5%) of the employee's base salary each year into the program on a voluntary basis.

19.2: This plan shall be non-contributory on the part of the employee.

19.3: Eligibility and benefits under the Retirement System are controlled by law. Each participating employee shall receive a booklet explaining the benefits in detail as published by the State of Michigan.

ARTICLE XX
DISCIPLINARY ACTION OR DISCHARGE

20.1: Whenever the City takes disciplinary action including written reprimand, suspension or discharge, the following provisions shall apply.

- A. The employer agrees to abide by the principles of just cause and graduated corrective action in ordinary cases of discipline. Discipline shall be progressive and corrective in action. The severity of the discipline imposed, up to and including discharge shall be determined by the employer, subject to the Union's right to grieve.
- B. Prior to issuing any disciplinary action, the employee will be presented with written notice of the charges. The employee has the right to an informal hearing, conducted by the Director, prior to issuance of any disciplinary action. The Employer will provide the employee with an explanation of its evidence and the employee will have the opportunity to present their version of the incident. The employee shall be accompanied by the union steward at this hearing unless waived in writing. The Union shall have the right to review any action taken.
- C. All grievances involving discipline shall be filed in writing in Step 2 of the grievance procedure within five (5) working days after the discipline is given. If the employee fails to file a grievance within this time limit, the discipline shall stand as final and binding.
- D. When the employer takes disciplinary action, the Union shall be given a copy of the action taken unless the employee notifies the employer to the contrary.

- E. Use of Past Record. In imposing disciplinary action on a current charge, the employer shall not take into account any prior infraction that occurred more than eighteen (18) months for written reprimands and twenty-four (24) months for suspensions in assessing penalties, except in the case of the D.O.T. Drug and Alcohol Testing Policy.
- F. Upon a resignation or termination, there will be no proration on payouts for benefits employee did not earn such as longevity, etc. All other earned benefits will be paid as prescribed under law. The exception is the On-Call Bonus which will be prorated upon resignation/retirement but not termination.

ARTICLE XXI
SUBCONTRACTING

21.1: For the purpose of preserving work and job opportunities for employees covered by this Agreement, the parties agree on the following conditions:

- A. In all cases where certain work is currently being subcontracted and for any reason management decides such work should be assigned to the bargaining unit, management shall have full right to make such re-assignment on a trial basis, for a period of one (1) year. Should, at any time during this one (1) year period, management decide to again subcontract out such work, they shall have full right to do so without restriction.
- B. During periods of any emergency (snowstorm, windstorm, floods, water main breaks, fire, etc.) which overburdens the existing work force relative to time, cost, or ability to perform the work, City management shall have full right to subcontract out all or any portion of such work during the period of said emergency; however, the City will attempt to utilize members of the existing work force when they are available.
- C. In cases where specific work is currently being performed by bargaining unit employees and City Management decides to subcontract such work, then for the balance of the current Labor Agreement, no bargaining unit employee shall be laid off as a direct result of the management decision to subcontract current work.

- D. Should the City decide to contract or subcontract work currently performed by the Union, the City agrees that the Union shall have the opportunity to submit what the Union believes to be alternative cost-effective plans to the contracting or subcontracting.

ARTICLE XXII

SEPARABILITY AND SAVINGS CLAUSE

22.1: If any Article or Section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

22.2: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. When the parties negotiate under the terms and provisions of this Article, the City shall not have the right to lock out employees in support of its position.

ARTICLE XXIII

EXTRA CONTRACT AGREEMENT

23.1: The City agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to employees covered by this Agreement or enter into any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement involving wages, hours or working conditions. Any such Agreement shall be null and void.

ARTICLE XXIV
SPECIAL CONFERENCES

24.1: Special conferences involving the interpretation and application of this Agreement may be arranged by mutual agreement between the local Union representative and the City Manager, or a designated representative. Arrangement for such meetings will be made in advance and an agenda of the matters to be discussed will be forwarded to each party. The Union Steward will be paid by the City for all time spent in such special conferences that occur within his regular shift hours.

ARTICLE XXV
PICKET LINE

25.1: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross the picket line at an Employer's premises where a legal strike is in effect that has been ratified or approved by the Union with which such Employer is required to recognize, provided this provision shall not apply when City employees are called for emergency service to the premises of any private or public place of business or location, or in any other situation where the health, welfare or safety of citizens is involved.

25.2 : Within five (5) working days of filing of a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the Grievance Procedure, without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

ARTICLE XXVI
LOSS OR DAMAGE

26.1: Employees shall not be charged for loss or damage for any City property or equipment unless proof of negligence is shown.

ARTICLE XXVII
GENERAL

27.1: The City agrees that if any employee is required to wear any kind of special uniform as a condition of his continued employment, such uniform shall be furnished by the City and maintained by the employees. The City shall have a uniform supplier provide each employee with a total of eleven (11) regular daily uniform pants and shirts. The employee will be responsible for notifying the uniform supplier of tears or missing buttons and these repairs will be provided at no cost to the employee. Should the repairs be determined to be a result of abuse or intentional act, the employee shall be responsible for the cost of repairs up to

the replacement value of the item. The uniform supplier shall provide for weekly cleaning of dirty uniforms at no cost to the employee. The uniform supplier shall pick-up dirty uniforms and return clean uniforms at a designated time and place as determined by the City. Employees who need to have a replacement jacket, coveralls, or winter coat shall contact the Supervisor for a replacement item. It is anticipated that jackets, coveralls, and winter coats shall have an extended life and employees shall use due care and caution to insure the full life value of these types of supplies. The City shall provide summer t-shirts on an as needed basis.

27.2 : Suitable raincoats, rain and hard hats, work and rubber gloves, rain boots, and safety equipment, where needed, shall be furnished by the City. The City shall pay for all replacements.

27.3 : The City shall furnish washrooms and lockers for changing and storing of clothing.

27.4 : All Department of Municipal Services employees in the bargaining unit shall be required to wear furnished safety work boots/shoes as directed. Each employee must acquire suitable safety boots/shoes. The City will permit the employee to purchase approved City work boots/shoes from the City designated vendor. Employees will be allowed to make only one purchase of the official designated boots or shoes annually at City expense.

A. The City will provide a reimbursement of 50% of the cost of safety glasses to a maximum of \$200 once every 2 years to coincide with existing vision benefits.

B. The City will provide boot insoles on the same replacement schedule as provided for boots.

27.5: The Supervisor shall be permitted to perform bargaining unit work on a limited basis during regular working hours. Supervisors shall not be used to displace regular employees except in cases of emergency or if regular employees are not available to perform work. The intent of this paragraph shall not be abused.

27.6 : The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee in the unit on any basis made illegal by applicable law.

27.7: All union employees shall be required to maintain a valid Michigan Commercial Driver's License (CDL). The City shall pay the difference between the renewal cost of a Michigan Operator's License and the required CDL upon submittal of receipts from the Secretary of State. Employees who fail to maintain a valid Michigan CDL shall be transferred to a non-driving position if available or shall be granted a non-paid leave of absence in thirty (30) day increments, as long as progress towards obtaining a CDL is made. Said leave of absence shall not exceed ninety (90) calendar days unless an extension due to unusual circumstances is

granted by the City Manager. After ninety (90) calendar days, if the employee cannot present a valid Michigan CDL, the employee shall be demoted to a position not requiring a CDL if available at the discretion of the Department Head or lose all seniority through a non--disciplinary discharge for failure to meet job requirements. An employee demoted to a position not requiring a CDL may be re- appointed to his original job classification upon obtaining a CDL if the original position is still available. Effective upon ratification, all newly promoted Operations Team Leader employees shall be required to maintain a valid Michigan Commercial Driver's License (CDL) Group A, with Air Brake and Tank Vehicle endorsement.

Effective 7/1/12, all new hires will be required to obtain a CDL-Class A license. The City reserves the right to require current active employees, by reverse seniority, to obtain the aforementioned license so that two (2) members of the bargaining unit possess said license.

Employees that hold a CDL-A certification will be paid an annual lump sum bonus of \$200 to be paid with the second pay in January. The City shall pay for the testing necessary for said endorsement. The City shall also pay for the additional endorsement as dictated by the Secretary of State for the State of Michigan in their fee schedule. Those employees hired prior to 7/1/2017 are not required to obtain CDL-A endorsement; but are eligible for bonus, etc. if they complete testing requirements. All employees hired after 7/1/2017 must maintain a CDL-A certification as a condition of employment. Upon hire, they will have six (6) months to achieve certification.

27.8: Effective 7/1/12, all employees maintaining the State of Michigan Water Distribution License shall receive a once per year contract bonus in the flat rate amount listed below. Those employees currently receiving the additional pay per hour compensation shall have their pay rates adjusted accordingly. The once per contract year compensation will be paid with the second pay period in July. The City will only pay for the cost to take each successive level of water license test twice, after which the employee will be required to pay for each subsequent attempt.

S-4 Certification:	\$500
S-3 Certification:	\$800
S-2 Certification:	\$1500
S-1 Certification:	\$1850

- A. Effective 7/1/2021 all employees maintaining a Certified Playground Safety Inspector (CPSI) certification from the National Recreation and Park Association shall receive a once per year contract bonus in the flat rate of \$450 per year to be paid in the second pay period in July each year.

Effective 7/1/2021 Fire Fighter 1&2 Certification Bonus.

Any Full-time member of the bargaining that obtains their Fire Fighter 1&2 certifications shall receive a \$250 bonus each year payable in September. Any Part-Time member of the bargaining unit that obtains their Fire Fighter 1&2 certifications shall receive a \$250 bonus each year payable in September. This bonus is contingent upon employment with the Northville City Fire Department (NCFD).

27.9: Annual Payouts. When a vacation payout is offered, members of the bargaining unit may elect to have that payout put into their HCSP or City sponsored retirement account. Further, the sick time payout may also be placed into their HCSP or City sponsored retirement account.

27.10: Drug & Alcohol Policy. The City of Plymouth and TPOAM have agreed on the following clarifications of the City of Plymouth's Drug & Alcohol Policy and Procedures (Drug Policy) as adopted by the City Commission on May 20, 1996 and revised February 15, 1999, a copy of which is attached and made a part of this contract.

Both parties understand that the Drug Policy is subject to the grievance procedure as outlined in the contract. It is understood that should an employee be sent home for non-reportable low-end alcohol violation that the employee will be sent home until his next reportable shift. In accordance with the policy, the employee will be sent home without pay and with no further action by the City.

It is understood that should an employee be tested and shown in violation of this policy, that the employee will be placed on immediate ten (10) workday suspension without pay for a first offense. Further, the employee will be required to be evaluated by the Substance Abuse Professional and required to complete the prescribed treatment. A return to work can only occur if recommended by the Substance Abuse Professional. Failure to complete the prescribed treatment and return to work conditions as outlined by the Substance Abuse Professional will be cause for termination.

A second violation of the Drug & Alcohol Policy will be cause for immediate termination without recourse through the grievance procedure.

A refusal to take a drug or alcohol test as required under the terms of this policy will be considered a positive test and it is considered a violation of the policy subject to the discipline outlined above.

(Section VIII, subpart a-3, Page 22) The supervisor may obtain support of a reasonable suspicion test based on telephone or fax confirmation of his or her observations.

(Section XI, Page 26, add Subsection G). Continued refusal of overtime can be considered one item of a reasonable suspicion case.

27.11: Work Rules: The City reserves the right to post work rules and policies from time to time. These will become effective within five (5) workdays after posting. The Union will be provided a copy of all work rules. The Union may challenge the reasonableness of any work rule through the grievance procedure within the above referenced five (5) day period. The City shall provide the Union with a copy of the work rules and policies in effect as of 7/1/2010. The Union will have thirty (30) days in which to review the rules and policies and to challenge them according to this provision.

ARTICLE XXVIII

TERMINATION OF AGREEMENT

28.1: THIS AGREEMENT shall remain in full force and effect until midnight of June 30, 2025, and thereafter for successive periods of one (1) year, unless either party shall, on or before the 60th day prior to July 1, 2025, serve written notice on the other party of a desire to terminate this Agreement. Such notice shall have the effect of terminating the entire Agreement at midnight of June 30, 2025, or any subsequent year, unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, or by other amendments, or by both parties mutually agreeing to extend the expiration date.

SIGNED THIS 20 DAY OF ~~MAY~~ September

PLYMOUTH DMS EMPLOYEES
ASSOCIATION



Nicholas Johns
President

Date: 9-23-21



Gregg Allgeier, TPOAM
Business Agent

Date: 09-20-2021

CITY OF PLYMOUTH



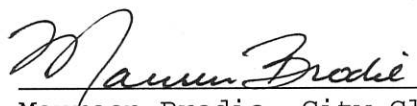
Paul Sincock
City Manager

Date: 9/24/21



Oliver Wolcott, Mayor

Date: 9/27/21



Maureen Brodie, City Clerk

Date: 9/27/2021

Effective July 1, 2021 through June 30, 2025

SIGNATURE COPY

APPENDIX A- WAGESCALE

CLASSIFICATION	(+1.25%)	(+3.0%)	(+0.5%)	(+2.0%)	(+1.5%)	(+2.0%)	(+1.5%)	(+3.5%)
	7/1/2019	7/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023	1/1/2024	7/1/2024
WATER TECHNICIAN								
A. Starting	\$22.85	\$23.54	\$23.65	\$24.13	\$24.49	\$24.98	\$25.35	\$26.24
B. After 1 Year	\$23.54	\$24.25	\$24.37	\$24.85	\$25.23	\$25.73	\$26.12	\$27.03
C. After 2 Years	\$24.49	\$25.22	\$25.35	\$25.86	\$26.25	\$26.77	\$27.17	\$28.12
D. After 3 Years	\$27.12	\$27.93	\$28.07	\$28.63	\$29.06	\$29.65	\$30.09	\$31.14
OPERATIONS TEAM LEADER								
A. Starting	\$22.85	\$23.54	\$23.65	\$24.13	\$24.49	\$24.98	\$25.35	\$26.24
B. After 1 Year	\$23.54	\$24.25	\$24.37	\$24.85	\$25.23	\$25.73	\$26.12	\$27.03
C. After 2 Years	\$24.49	\$25.22	\$25.35	\$25.86	\$26.25	\$26.77	\$27.17	\$28.12
D. After 3 Years	\$27.12	\$27.93	\$28.07	\$28.63	\$29.06	\$29.65	\$30.09	\$31.14
OPERATIONS TECHNICIAN								
A. Starting	\$21.76	\$22.41	\$22.52	\$22.98	\$23.32	\$23.79	\$24.14	\$24.99
B. After 1 Year	\$22.46	\$23.13	\$23.25	\$23.71	\$24.07	\$24.55	\$24.92	\$25.79
C. After 2 Years	\$23.40	\$24.10	\$24.22	\$24.71	\$25.08	\$25.58	\$25.96	\$26.87
D. After 3 Years	\$26.04	\$26.82	\$26.96	\$27.49	\$27.91	\$28.46	\$28.89	\$29.90

Firefighter 1 & 2 Effective 7/1/2021= \$250 Annual Pay

Volunteer Hours:

Employees who volunteer with a local charity or school in the City of Plymouth, Plymouth Township or Plymouth Canton School District shall receive eight (8) hours of paid time annually (at straight rate of pay).

One-Time Bonus:

\$250 contribution to either their retirement account or HCSP
\$100 First Responder/COVID Vaccination Bonus

NOTE: The City and the Union mutually agree that the position of "Mechanic" shall continue to be recognized as an existing position within the bargaining unit. Should the City decide to cease subcontracting the Mechanic position, as is the current practice, the City and Union agree to bargain for the wages, hours of work and other conditions of employment for said Mechanic position.

APPENDIX B

Paid On-Call Firefighter

The City recognizes that there are individuals within the bargaining unit that are certified Firefighter I and II. These individuals are employed by the City of Northville Fire Department in a Paid On-Call capacity. This is a unique instance of secondary employment that requires special consideration.

Effective Release from Duty:

The City recognizes that the employee(s) may be called to respond outside of the City's normal working hours. Response in these instances is at the discretion of the employee(s). The City also recognizes that employee(s) may be called for during normal working hours. Response in these instances is at the discretion of the City. When effectively released from duty by the City on normal working hours, the employee(s) cease being a City employee and become an employee of the City of Northville Fire Department. The hours spent as an employee of the City of Northville Fire Department are paid by the City of Northville Fire Department. In addition, the employee(s) are under the insurance, workers' compensation, etc. of the City of Northville Fire Department. Furthermore, the employee(s) will be compensated for the time while effectively released from duty by the City from a Special Time-off Bank.

Should an employee whom has effectively been released from duty during their regularly scheduled workday, still be in the employ of the City of Northville Fire Department at the end of the regularly scheduled work day, that employee shall be moved to the bottom of the rotating overtime list; meaning they are to be called last on the rotating overtime list, until the start of the next scheduled work day. Should this event occur during a Friday, that employee shall be placed at the bottom of the rotating overtime list until 7:00 AM on Saturday morning, at which time said employee returns to their regular position on the rotating overtime list.

Special Paid Time-Off Bank:


The Special Paid Time-Off Bank is designated for Fire Department Operations only. The bank will be initially credited with 100.0 hours total. The bank will be credited at the start of each fiscal year. In the event the employee uses all hours in their given Special Paid Time-Off Bank, it shall be at the sole discretion of the City to add additional hours. The hours in the Special Paid Time-Off Bank do not carry over from fiscal year to fiscal year. These hours do not have any monetary value to an employee in the event of retirement, termination, resignation, or any other leave of employment with the City of Plymouth.

PLYMOUTH DMS EMPLOYEES
ASSOCIATION



Nicholas Johns
President

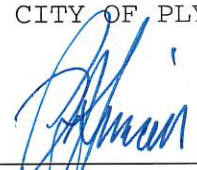
Date: 9-23-2021



Gregg Allgeier, TPOAM
Business Agent

Date: 09-20-2021

CITY OF PLYMOUTH



Paul Sincock
City Manager

Date: 9/24/21



Oliver Wolcott, Mayor

Date: 9/27/21



Maureen Brodie, City Clerk

Date: 9/27/2021

LETTER OF UNDERSTANDING

BETWEEN

CITY OF PLYMOUTH AND PLYMOUTH DMS EMPLOYEES ASSOCIATION
-AND-
TECHNICAL PROFESSIONAL OFFICEWORKERS ASSOCIATION OF MICHIGAN

Those appointed to the classification of Water Technician shall be first eligible for overtime assignments within that classification. This would include, but not be limited to emergency MISS DIGS and Emergency water meter repairs.

PLYMOUTH DMS EMPLOYEES
ASSOCIATION



Nicholas Johns
President

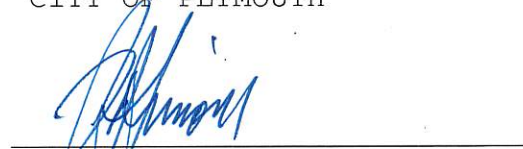
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Gregg Allgeier, TPOAM
Business Agent

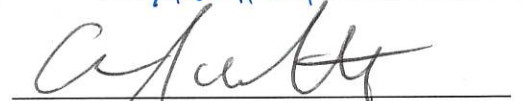
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CITY OF PLYMOUTH



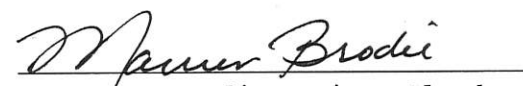
Paul Sincock
City Manager

Date: 9/24/21



Oliver Wolcott, Mayor

Date: 9/27/21



Maureen Brodie, City Clerk

Date: 9/27/2021

City of Plymouth Department of Municipal Services Cell Phone Policy

The City will supply cell phones to employees for mandatory use during business hours and on a voluntary basis for employees who wish to be available and to come in for after- hours call back.

Employees who agree to participate in the voluntary after- hours portion of the cell phone program must be able to return pages within 15 minutes of any call.

Employees participating in the voluntary after-hours portion of the cell phone program will receive an annual lump sum payment of \$1,200.00 on their second pay in January unless they have failed to return pages within 15 minutes as required. For each occasion when the employee fails to return a page within 15 minutes, \$200.00 will be deducted. After three occurrences, the entire lump sum will be forfeited.

An employee must be available for after-hours callback for at least 15 business days in a given month. This applies to employees on any type of leave of absence. Employees using sick, vacation, personal, comp., holidays, bereavement, union leave are exempt from the above clause. Employees not eligible for the given month will receive a pro-rated lump sum payment based on the months they are available.

Employees must return pages, even if they are unavailable to come in to work. Employees participating in the voluntary after-hours portion of the cell phone program are expressing a sincere desire to be available and to regularly come in for emergency call back to work.

If in the opinion of the management, the employee refuses emergency call back on a regular basis, the lump sum compensation will be forfeited. Persons who are not interested in regularly responding to emergency call backs to work should not sign up for this program.

The City reserves the right to terminate this program at any time. The employee will agree to return the cell phone upon request of the City or if the employee leaves the employ of the City. Failure to return the cell phone upon request will result in hold back of final payroll.

The initial purchase of the cell phone as well as the monthly service for the cell phone will be paid by the City of Plymouth.

All cell phones remain the property of the City of Plymouth and the employee is responsible for the care and upkeep of the cell phone. In the event that a cell phone is lost or damaged, the employee may be held responsible for the replacement cost.

Those employees that are on Short-Term Disability, Long-Term Disability, Workers' Compensation, or any other leave that does not allow the employee to work, will not be eligible to receive the on-call/cell phone bonus during those time(s) and will have their amount pro-rated for those time(s) when they are not on leave and eligible to work consistent with the rest of the language pursuant to this section.

I am requesting a cell phone and I am willing to participate in the City of Plymouth Department of Municipal Services Cell Phone Program. It is my intent to be regularly available as well as to be willing and able to respond to after-hours emergency calls back to work. I have a clear understanding of the Municipal Services Cell Phone Policy and I understand that I am responsible for the care and upkeep of the cell phone. I agree to all terms of the Cell Phone Policy.

Date:

Signature:

Cell Phone Number:

Cell Phone Serial Number: