

COLLECTIVE BARGAINING AGREEMENT

Between Office and Professional Employees International Union
Local 459, AFL-CIO

And

The City of Muskegon Heights

Supervisory Unit

January 1, 2019 - December 31, 2021



THIS AGREEMENT entered into the 8th day of April 2019, by and between the City of Muskegon Heights, Michigan, a municipal corporation, hereinafter referred to as the "City" or the "Employer", and the Office and Professional Employees International Union, Local 459, (hereinafter referred to as the "Union"), for and in consideration of the mutual promises made to each other and for the faithful performance of this Agreement, the parties hereto agree as follows:

ARTICLE 1-RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all supervisory employees of the City of Muskegon Heights, as certified by the State of Michigan.

ARTICLE 2 - NO DISCRIMINATION

It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, age, national origin, height, weight or marital status.

The City agrees that it will not discriminate against any employee because of his activities in, or membership in, the Union, but it is agreed that any complaint that this provision has been violated by the City shall be proceeded upon by the filing of a charge of unfair labor practices with the Michigan Employment Relations Commission, rather than as a matter of grievance under the provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

1 . Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit.

2. In accordance with the foregoing, all employees who are not members of the Union shall, as a condition of continued employment, pay to the Union an amount equal to the Union's regular and usual initiation fee and its regular and usual dues. For each new employee such payment shall commence with the first of the month following the thirty-first (31st) day of employment.

ARTICLE 4 - CHECK-OFF

The City agrees to deduct from the wages of such employee in accordance with the expressed terms of a signed check-off authorization, on forms provided by the Union. The membership dues of the Union will include monthly dues, assessments and initiation fees uniformly required by the local Union, in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and immediately forwarded to the Financial Secretary of the Local Union.

ARTICLE 5 - MANAGEMENT RIGHTS

I. The City retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged modified or limited.

2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its operations and services efficiently and economically including the right:

- (a) To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered the control of materials, tools, and equipment to be used, and the discontinuance of any services, material or methods of operation;
- (b) To introduce new equipment methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) To sub-contract or purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities;
- (d) To determine the number location and types of facilities and installations;
- (e) To determine the size of the work force and increase or decrease its size;
- (f) To hire, assign and lay off employees (it is not the intent of the City to use this clause for the purpose of avoiding the use of City employees in the performance of their normal bargaining unit duties);
- (g) To permit supervisors of bargaining unit personnel to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services, which does not deprive bargaining unit employees of their regular bargaining unit work;
- (h) To direct the work force, assign work and determine the number of employees assigned to operations;
 - (i) To establish work schedules;
 - (j) To discipline and discharge employees for cause;
 - (k) To adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs; and

(1) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 6-GRIEVANCE & DISCHARGE PROCEDURE

Section 1. Definition. A grievance within the meaning of the Agreement shall be a difference or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretations or applications of any provision of this Agreement.

Section 2. Grievance Procedure. An aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance shall be deemed waived by the Union and the Employer.

Section 3. In the event of such grievance, the following steps shall be followed:

Step 1. The employee and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Manager or designee. In the event the complaint is not satisfactorily settled, the matter shall be reduced to writing and given to the City Manager.

The City Manager shall respond in writing within ten (10) working days after receiving the written grievance. In the event the grievance is not satisfactorily adjusted, the Union shall forward the grievance to the next step.

Step 2. Personnel Appeal Board. All grievances may proceed to the Personnel Appeal Board, provided the submission of said grievance to the Personnel Appeal Board is made within ten (10) working days after receipt of the City Manager's answer.

The Personnel Appeal Board shall have no power or authority to alter, amend, add or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the Personnel Appeal Board and each party shall pay the expense of its own witnesses.

The Personnel Appeal Board shall consist of three (3) members as follows: one council person, one City employee approved by the Union; and one resident of the City of Muskegon Heights; approved by each of the parties.

The Personnel Appeal Board shall hear such appeals as are properly brought before it and shall report in writing to the City Manager and to the Union of its finding and recommendation within twenty (20) working days of the closing of the record.

Step 3. It is understood that grievances pertaining to: 1) discharge of employee, or 2) the suspension of employees without pay for a period of ten (10) days or more, may proceed to binding arbitration.

If the Union elects to proceed to arbitration, it shall notify the City in writing within 10 (10) working days of the last step of the Grievance Procedure. The City and the Union agree to be bound by the arbitrator's decision.

The Union shall file for such arbitration with the Federal Mediation Conciliation Service in accordance with its rules and regulations. The cost of the arbitrator shall be shared by both parties. The City agrees to release all witnesses without loss of pay.

The Arbitrator's powers shall be limited to the application and interpretation of this Agreement. He/she shall at all times be governed wholly by the terms of this Agreement. The Arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is affirmatively decided, the arbitration award shall not be retroactive earlier than seven (7) calendar days prior to the date the grievance was first submitted to Step 1. The arbitration award shall be final and binding on the Employer, Union and Employees. However, each party reserves all of the legal rights challenging the arbitration process or awards there under if the arbitrator has or will exceed his/her jurisdiction.

Section 4. Discharges. It is agreed that the Employer has the right to discharge for sufficient and reasonable cause. (The Employer agrees to advise the Steward of such discharge and the reason therefore, when possible, before discharge, but in any event on or before the next working day after the date of discharge.)

Any employee who complains about their discharge shall request an investigation of the discharge within one (1) working day from the date of discharge. Any discharge shall be deemed final and binding upon the employee, the Union, and the City, if no such request for an investigation is made within that period of time. If upon investigation by the Union and Employer it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his former position without any loss of seniority or rank and shall suffer no reduction in salary and shall be compensated by the Employer for all time lost retroactively to the date of discharge, less any earning of the employee elsewhere, unless it should be determined in such investigation that some penalty other than discharge should be applicable as proper discipline for such employee.

The Employer subscribes to the doctrine of progressive discipline. The Employer shall not discipline, discharge or suspend without pay, any employee except for just cause. The Employer shall provide proper notice to the Employee and the Union citing specific charges.

ARTICLE 7 - HOURS OF WORK

There shall be seven and one-half (7-1/2) hours per day from 8:30 a.m. to 5:00 p.m. The average work week shall be five (5) days per week, Monday through Friday. Work periods, schedules, or shifts are established for Departments by the City Manager.

ARTICLE 8 - OVERTIME

Employees of this Union shall not receive overtime pay or compensatory time under any circumstances.

ARTICLE 9 - HOLIDAYS

To coincide with Federal "Monday Holidays", the following holidays will be observed:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day - Third Monday in February
4. Afternoon of Good Friday
5. Memorial Day - Last Monday in May
6. July Fourth
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. One Full Day Before Christmas
12. Christmas Day
13. **One Full Day Before New Year's Day**
14. Employee's Birthday

If a holiday falls on Saturday it shall be observed on Friday, and if a holiday falls on Sunday, it shall be observed on Monday.

ARTICLE 10 - VACATION

Section I. Accumulation of Vacation Leave. Paid vacation time will only be allowed to full-time employees where it has been scheduled in advance and approved by the City Manager. Employees shall be eligible for annual vacations with pay on the following basis:

- After one (1) year, fifteen (15) days off;
- After ten (10) years, twenty (20) days off;
- After twenty-one (21) years, twenty-one (21) days off;
- After twenty-two (22) years, twenty-two (22) days off;
- After twenty-three (23) years, twenty-three (23) days off;
- After twenty-four (24) years, twenty-four (24) days off;
- After twenty-five (25) years, twenty-five (25) days off.

Employees hired after 6/30/90 shall be eligible for annual vacations with pay on the following basis:

- After one (1) year, ten (10) days off;
- After five (5) years, fifteen (15) days off;

After ten (10) years or more, twenty (20) days off.

New employees will not be credited with vacation leave until they have completed their six (6) month probationary period.

Section 2. Use of Vacation Leave. Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Upon approval of the City Manager, unused vacation may be carried forward for one (1) year if circumstances warrant. Otherwise, accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward the second year. Employee requests to be paid for unused vacation time shall be submitted to the City Council for its consideration, other than in the case of satisfactory termination.

Annual vacation leave shall not be allowed in advance of being earned and credited. If an employee has insufficient annual leave credits to cover a period of absence, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

An employee on vacation leave shall have one (1) day of vacation credit canceled for each day he would have worked during the normal work-week and shall be paid at the rate he would have earned on that particular day.

Vacation leave shall be considered as a matter of right, and if canceled, because of work necessity shall be rescheduled if possible, or if not, it shall be paid for at straight time as extra compensation.

Section 3. Vacation Scheduling. Vacation time shall be scheduled so as to cause the least interruption of the work of the Department. Vacations shall not be scheduled for periods of less than one (1) week at any one time without approval of the City Manager.

If any holiday recognized by the City falls within the annual vacation period of an employee, an additional day of vacation leave shall be granted. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating vacation leave credits.

Section 4. Vacation Severance. Employees who voluntarily sever employment with the City shall be required to give two (2) work weeks notice of their intentions in order to be eligible for vacation pay at the discretion of the City Manager. Those who are discharged or laid off shall receive vacation pay at the discretion of the City Manager. Vacation time taken after notice of intention to sever employment with the City shall not be considered as part of the two (2) working weeks required notice.

Employees leaving the service of the City before the close of the calendar year shall receive vacation pay prorated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half-day.

ARTICLE 11 - SICK LEAVE

Section 1. Accumulation of Sick Leave. Full-time employees shall accumulate sick leave credits at the rate of one (1) day for each month of employment. In no event shall the accumulation of sick leave credits exceed twelve (12) days during any one calendar year.

Vacation time, sick leave or absence because of duty-connected disability shall be counted as days worked in calculating sick leave credits. An employee shall not be entitled to paid sick leave until he has completed the six (6) month probationary period. Upon the successful completion of the six month period, a new employee shall have a bank of six (6) days,

Employees may accumulate unused sick leave credits up to a maximum of one hundred twenty (120) working days. After an employee has accumulated one hundred twenty (120) sick days, he/she may choose to sell back to the City up to one-half (1/2) of the net accumulated days for the calendar year while canceling out the other one-half (1/2) of the accumulated sick days over one hundred twenty (120) working days. Employees who were hired prior to July 1, 1988, and who have accumulated more than one hundred twenty (120) sick days as of July 1, 1996, shall be allowed to retain their days over one hundred twenty (120) provided that the maximum accumulation shall not exceed one hundred fifty (150) days. The City will purchase one-half (1/2) of the days accumulated by any employee in excess of the maximum accumulation established by this Article.

Sick leave accruals shall be retained by an employee in each of the following cases: An employee who has been granted leave without pay; an employee who transfers from one classification or Department to another; a full-time classified employee who is recalled from layoff.

Section 2. Use of Sick Leave. Employees will receive pay for earned sick time only when the employee, or their representative, has called and notified the City Manager's office of intended absence.

An employee on paid sick leave shall have one (1) day of sick leave credit canceled for each day he would have worked during the normal work week. Any absences from a fraction or part of the day shall show on the employee's time sheet. Absences in excess of two (2) hours chargeable to sick leave shall be charged proportionately in an amount not smaller than one-quarter (1/4) of a day. Employees will be paid at the rate they would have earned on that particular day.

Sick leave may be taken for any one of the following reasons and is so to be considered as a matter of grace rather than a matter of right:

- A. Any illness an employee may incur.

B. Any exposure to contagious disease the employee may experience, in which the health of others would be endangered by their attendance on duty.

C. Any non-duty connected disability an employee may sustain, (but this does not include any injury that may be sustained while being temporarily in the employ of another during the employee's off time, or such injury that may be sustained as a result of a conviction of the violation of an ordinance or law.)

D. For illness or injury to the employee's immediate family which necessitates an employee's absence from work. "Immediate family" in such case shall include the following: Mother, father, sister, brother, spouse, child, grandparent or related member of the employees household. A "related member" shall be a person who resides in the same household as the employee and for whom the employee is principally responsible for the physical or financial care. The employee's absence for injury or illness to the employee's immediate family shall be granted where the employee is required to be at the bedside of one of the immediate family or to make arrangements for hiring a babysitter or housekeeper, but not to exceed two (2) days of sick leave. Extensions over two (2) days for extenuating circumstances may be granted if approved in advance by the City Manager.

E. For an appointment with a doctor or dentist to the extent of time required to keep such appointment, but only when it has been shown that it is not possible to arrange such appointments for non-duty hours. Except in emergencies, appointments must be previously approved by the City Manager. An emergency appointment is one which could not have been anticipated or scheduled in advance.

A medical certificate may be required as evidence of an employees' illness or injury that prevented attendance at work, before compensation for the period will be allowed. Unauthorized use of sick leave shall be grounds for disciplinary action up to and including dismissal.

Section 3. Sick Leave While on Worker's Compensation. In case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers' Compensation Law, the City Manager may authorize salary payment which, with his work disability payment, equals the employee's regular salary. A total of one-half (1/2) day will be charged against the employee's sick time accumulation for each full day an employee receives this additional payment. An employee may elect not to receive the supplemental salary payments at the employee's own discretion; and in this case the employee would receive only salary payment authorized under the Michigan Workers' Compensation Law, and therefore would not be charged the one-half day sick time for each day of absence.

Section 4. Exhaustion of Sick Leave. In the absence of vacation or sick leave credit, payroll deduction for the time lost shall be made for the work period in which the absence occurred. All sick leave time shall be accumulated according to the time worked during the preceding calendar year, and may be anticipated up to the date of sickness during any current year. The City Manager may grant up to five (5) days of anticipated sick time if circumstances warrant but only in the event that all sick leave accrued and current year's vacation credits have been exhausted.

Section 5. Sick Leave Extensions. In the event of a confining illness and provided the sick leave and vacation leave accumulations, excluding the following year's accrued vacation, have been exhausted, requests for use of the anticipated sick leave which have been recommended by the City Manager, shall be submitted to the City Council for its approval or disapproval. The City Council may, at its own discretion and will, study and evaluate the employee's personnel record, past performance, and present circumstances. If, in its opinion, the employment record warrants and if it feels it to be in the best interests of the City, the City Council may decide to authorize an extension of sick leave up to a maximum of one hundred eighty (180) working days (equal to twenty six (26) weeks or six (6) months).

The City Council may limit this extension of sick leave to twelve (12) days for each prior year of the employee's service with the City. Sick leave extensions granted by Council and actually used by the employee shall be charged against the employee's record, and repaid with sick leave credits earned when the employee returns to work.

An employee terminating employment immediately following the use of a sick leave extension, or within six (6) months after returning to work, will not be paid for accrued vacation time. No vacation leave will be allowed during the first three (3) months after returning to work. With the approval of the City Manager, an employee may use his accrued vacation time as sick leave if ail sick leave, sick leave extensions, and current vacation leave have been used.

Section 6. Payment at Separation. An employee who voluntarily separates from the employment of the City shall be paid for fifty (50%) percent of up to sixty (60) accumulated sick leave days. Maximum payment under this policy will be thirty (30) working days for the first ten (10) years of employment. After ten (10) years of employment, the employee who voluntarily separates from the employment of the City shall be paid up to fifty (50%) percent of up to one hundred twenty (120) accumulated sick leave days. Maximum payment shall be seventy-five (75) working days.

ARTICLE 12 - BEREAVEMENT LEAVE

Section 1. Funeral leave may be taken for the funeral of a member of the employees immediate family. Immediate family shall be defined to include the following: mother, father, sister, brother, spouse, child, grandparent, mother-in-law, father-in-law, or related member of the employee's household. A "related" member shall be a person who resides in the same household as the employee and for whom the employee is principally responsible for the physical and financial care.

Section 2. In the event of the death of such person, the employee shall be allowed to take up to five (5) days funeral leave. The first three (3) of those days shall not be deducted from the employee's sick leave bank. Said three (3) day period shall end, on the day following the funeral of said person.

Section 3. In addition, an employee may use up to two (2) sick leave days to attend the funeral of a close friend or relative.

ARTICLE 13 - JURY DUTY

All full-time employees shall be given necessary time off, without loss of regular pay, when performing required jury duty. In the case of an employee performing jury duty, all fees received (other than meal or travel allowances) shall be returned to the City.

ARTICLE 14 - LEAVE OF ABSENCE

The City Manager may authorize salary payments in whole or in part to employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work.

An employee may be allowed leave of absence without pay and without loss of his employment status upon approval of the City Manager. An employee will not earn vacation or sick leave benefits while on such leave, and if such leave is a period of one (1) month or longer, hospital and life insurance benefits provided by the City will be discontinued for that period, unless this leave is covered under the Family and Medical Leave Act of 1993 (FMLA) as outlined in Article 15. If FMLA applies, the employee will receive applicable benefits under this Act. Leave of absence without pay may be granted by the City Manager to an employee for a period of up to six (6) months, if so requested by the Department Head, and if provision for necessary temporary help can be made. If applicable, an employee shall be granted his or her rights under the Family and Medical Leave Act as stated in Article 15. Retirement deposits of an employee may not be withdrawn during a leave of absence.

Any absence of an employee from duty that is not authorized by the City Manager, or otherwise provided for by contract, shall be deemed to be absence without leave. Any such absence shall be without pay and subject to disciplinary action. Such absence may be covered by a subsequent grant of leave if extenuating circumstances warrant.

The employer agrees to grant a leave without pay upon prior approval of the City Manager, whose approval shall be based upon proper staffing of the Department, as follows:

(a) For Union International Conventions, which are regularly scheduled once each three (3) years, there may be one (1) employee to attend;

(b) For International Educational Conferences, which are regularly scheduled up to twice a year, there may be two (2) employees, for a maximum period of three (3) working days each, who attend.

A medical leave of absence may be granted for up to one (1) year by the City Manager upon proper recommendation from the employee's physician. This one (1) year may be extended

if extraordinary circumstances warrant. No accrual of sick leave or vacation time will be permitted during the medical leave of absence. When applicable, an employee's rights under the Family and Medical Leave Act shall be granted, as outlined in Article I5.

ARTICLE 15 - FAMILY AND MEDICAL LEAVE ACT APPLICATION

1 . The City shall abide by the provisions of the Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.

2. To the extent that the Act allows either the City or the employee to substitute any accrued paid annual leave and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such rights of substitution.

3. To the extent that the leave provisions under Article 10, "Vacation", Article 11, "Sick Leave", and Article 14, "Leave of Absence" provide for leave time for purposes also provided by the Act, such leave time up to twelve (12) work weeks in any twelve (12) month period, shall be credited toward the leave time allowed by the Act.

4. For purposes of any leave provided for by the Act, which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration or work will apply to the leave.

ARTICLE 16 - PROMOTION, DEMOTION & TRANSFERS

Section I. Definition. Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies, insofar as employees possess the requisite qualification, from within the City before hiring the new employees, provided employees are available who possess such necessary qualifications to fill the vacant position.

Section 2. Job Postings. Notice of all job vacancies shall be posted on the bulletin boards by the City within twenty (20) working days of notification by an employee of his quitting, or within twenty (20) working days after an employee has been discharged. Such notice will remain on the bulletin board for three (3) full working days, unless waived by a non-signing employees and will include job title, labor grade and brief description of the job duties, including qualifications and necessary skills. Only those employees who make application during this three day period will be considered for the job, and no employee who has failed to make application within such period for such vacant job will be permitted to file a grievance for not receiving such job and a result of such posting, except that all employees absent during the period of posting will automatically be considered as applicants. Employees will make application for such job by signing their names upon the posting and dating the same. If an internal employee is selected for the posted job, the employee shall be placed into the job within ten (10) working days after the three (3) day posting period has ended.

Section 3. Promotion Determination. Promotion shall be on the basis of length of seniority and qualifications. If two or more employees have the same relative qualifications, the

employee with the greatest seniority shall be selected. A new employee shall be hired for such position only if it is determined by the City that all applicants for the position lack the necessary qualifications or if there are no applicants who have signed the posting.

Section 4. Temporary Promotion. An employee who is promoted to a higher position shall receive the minimum of the new job classification unless the employee's present rate is higher than the minimum rate, in which event the employee shall be placed on the appropriate interval of the new classification next above the employee's present rate. In the event the promoted employee does not perform satisfactorily within thirty (30) calendar days, such employee shall be given his former position without any loss of seniority and with the employee's prior rate, unless by reason of an intervening layoff the employee has insufficient seniority to claim the same, in which event the employee's rights shall be those applicable in the event of a layoff under the provisions of this Agreement.

Section 5. Demotion. In the event of a demotion as a result of a reduction in work force the signing of a job posting, or other circumstances, an employee so demoted shall receive his own rate, or the top rate of the classification to which the employee is demoted whichever is lower. If the employee's own rate is lower than the maximum, the employee will assume the interval to which the employee's own rate will entitle the employee the classification to which the employee is demoted.

Section 6. Temporary Assignment. Notwithstanding any other provisions of this Agreement, any employee is expected and required to perform any work within the bargaining unit to which he/she is assigned by the City up to three (3) working days for the filling of temporary vacancies caused by absenteeism, leave of absence, vacations, or other temporary shortage of personnel in the bargaining unit, provided it does not interfere with the classification to which the employee is permanently assigned. It is understood that this section will not be used to delay the posting of vacancies which have become permanent, nor the posting of new jobs, pursuant to the provision of this Article, it is further understood that for the purpose of this Section, the City in its sole discretion shall have the right to determine whether or not a particular employee has the requisite skill, experience and ability to perform the work to which the employee is transferred.

Section 7. Job Vacancy. Vacancies created by promoting employees to higher classifications may be filled on a temporary basis for up to thirty (30) days. If a position is to be vacant due to a long term leave of absence or illness, the employee filling such vacancy will return to the former job and his former rate plus any adjustments and increments that have taken place when the need for filling the temporary vacancy ceases. The City shall determine if it is necessary to fill a vacancy on a full-time basis. If an employee is transferred temporarily by the City to work in a higher classification when an employee is on leave of absence or absent due to illness and the transferred employee works five (5) or more consecutive days in that position during such absence, the City shall pay the transferred employee the same step of the higher pay grade as the transferred employee has in his regular classification for all time assigned in the higher grade.

Section 8. Position Elimination. In the event an employee's job is eliminated, the employee shall have the right to transfer to any job within his classification or lower to which the employee's seniority and the qualifications entitle them.

Section 9. Technological Changes. In the event of proposed technological changes, such as the introduction of data processing equipment, computers, or other automated office machines, the Employer agrees to discuss such changes with the Steward or Alternate Steward before such changes are made.

Section 10. Training. In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

ARTICLE 17 - GENERAL CONDITIONS

Section 1. Coffee Breaks. Employees shall be allowed to take coffee breaks if and when the workload permits.

Section 2. Safe Working Conditions. The Employer agrees to maintain sanitary conditions, lighting, ventilation and general working conditions, meeting all requirements of applicable law.

Section 3. Bulletin Board. The City shall provide a bulletin board for the exclusive use of the Union and the City, upon which may be posted by the Union the following subjects without approval: (a) notice of meetings, (b) notice of elections, (c) notice of results of elections, or (d) notice of social events of the Union.

ARTICLE 18 - TRAINING, TRAVEL, AND TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement. The City shall reimburse its employees for tuition and books upon successful completion of one semester of college work, providing the courses are related to their job as determined by the City Manager. To be eligible for reimbursement an employee must earn "C" or better.

Section 2. Travel. Travel expense for training, meetings, or other purposes, or absences from the City for any reason, by an employee, must be authorized by the City Manager, in advance. Failure to receive such authorization shall be considered Absence Without Leave. The City Manager may approve interstate travel with expenses no more than \$250.00. City Manager may approve out-of-state travel or expenses no more than \$500.00. Travel in state or out-of-state in amounts greater than those cited must be approved in advance by the City Council. Absence from the City for purposes of authorized travel shall be considered as time worked in all respects.

Section 3. Transportation. The City shall provide automobiles for all necessary travel for City business as may be authorized by the City Manager. The employee may be authorized in

advance by the City Manager to use his own personal vehicle and be reimbursed for mileage. The employees use of his own personal vehicle out of Muskegon County shall receive prior written approval by the City Manager. Expenses shall be paid by the City on the basis of the current rate per mile, plus other expenses actually incurred within reason.

Section 4. Documentation of Travel Expenses. A list or statement of expenses shall be submitted for approval within three (3) working days following the completion of such authorized travel.

ARTICLE 19 - POSITION CLASSIFICATION AND COMPENSATION PLAN

Section 1. Attached hereto and marked as schedules are the classification and wage rates of the employees covered by this Agreement. It is agreed that these schedules constitute a part of the Agreement.

Section 2. Movement from one schedule to the next is automatic based upon the effective date of the schedule.

Section 3. Employees who are promoted from one classification to another shall move to the First Step which does not result in a decrease.

Section 4. Movement to the next step is not automatic and shall be contingent upon receiving a satisfactory evaluation and completing the goals agreed on between the employee and the City Manager. The goals and objectives for each employee shall be developed based on the goals of the City Council, the City Manager, and the Department. The goals shall be for ones that can be accomplished during the next fiscal year.

Section 5. Each quarter each employee shall be given a review of his/her performance, Each employee shall be evaluated each six (6) months for the first three (3) years of service and annually thereafter. The evaluation shall include a decision as to whether or not an employee shall move to the next step in the salary schedule (if the employee is not already at the top of the schedule).

Section 6. In no event may an employee be moved backwards on the salary schedule, except as called for in Article 19, Section 5. If an employee does not receive an evaluation within thirty (3) working days of the due date, the employee will be considered to have been given a satisfactory evaluation and shall move to the next step in the salary schedule (if the employee is not already at the top of the schedule).

Section 7. If an employee does not receive a satisfactory evaluation and does not move to the next step in the salary schedule, the City Manager may set conditions and time lines for such movement to occur.

Section 8. The Compensation Plan shall provide a range of pay for all positions over a two (2) or three (3) year period as follows: All new employees will have a pay range which provides for six (6) increments at six (6) month intervals, with the maximum being reached after

three (3) years. City employees who are promoted from one classification to another will reach the maximum in their new pay range after a two (2) year period; this shall consist of four (4) increments at six (6) month intervals. Employees who may be promoted within the first year of employment will not receive maximum pay in less than three (3) years. Increments are not automatic, but they are based on merit and require the approval of the City Manager.

Section 9. Requests for changes in either the Position Classification Plan or the Compensation Plan shall be submitted to the City Council for its consideration and shall include the recommendation of the City Manager.

Section 10. Salary Adjustments.

The position of Chief of Inspections will receive a wage adjustment of \$6,000.00 to the compensation schedule and the position of Planning Director will receive a wage adjustment of \$1,000.00 to the compensation schedule. There will also be a three percent (3%) increase in 2019, a three percent (3%) in 2020, and a three percent (3%) in 2021.

The Classification/Compensation pages are attached hereto.

Section 11. Bonus/Licensing.

Employer agrees to pay an annual bonus payment for the following license(s) on an annual basis: Full Treatment License (F) F-1, F-2, F-3, or F-4, Systems License (S) S-1, S-2, S-3, or S-4, Commercial Driver's License (CDL), and Bachelor's Degree, (Registered Code Official and Inspector) 'State' of Michigan Registered Code Official, and 'State' of Michigan Registered Inspector, 'State' of Michigan Registered Plan Reviewer:

Full Treatment License (F-1, F-2, F-3, or F-4)

F-4	\$200.00
F-3	\$600.00
F-2	\$800.00
F-1	\$1200.00

Systems Treatment License (S-1, S-2, S-3, S-4)

S-4	\$200.00
S-3	\$400.00
S-2	\$600.00
S-1	\$1000.00

Commercial Driver's License (CDL)

CDL	\$200.00
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Bachelor's Degree from an accredited college

\$500.00

'State' of Michigan Registered Code Official
\$500.00

'State' of Michigan Registered Inspector
\$500.00

'State' of Michigan Registered Plan Reviewer
\$500.00

ARTICLE 20 - PROBATIONARY PERIOD

Section 1. Definition. All regular appointments shall be for a probationary period of six (6) months. During the first thirty (30) day probationary period, the employee may be terminated without the right of appeal. After thirty (30) days, the employee may be terminated for failure or inability to meet the qualifications and requirements of the job, or committing a dischargeable offense under the rules and regulations, without the right of appeal beyond the City Manager.

Section 2. Employee Performance Evaluation. During the probationary period, employees shall be evaluated continuously by the City Manager. Before the end of the six (6) month probationary period the City Manager shall notify the employee if he/she wishes to terminate the employee. The letter shall outline the reasons for termination. In the event the employee has satisfactorily completed the probationary period, the City Manager will make a written recommendation for the sixth month incremental increase in pay. A copy shall be given to the employee.

ARTICLE 21 - INSURANCE

Section 1. Hospitalization. The Employer agrees to provide benefit package inclusive of PPO #3. Employees shall contribute on a monthly basis 10% of the premium cost, effective July 11, 2011. Employees shall contribute on a monthly basis 20% of the premium cost, effective January 1, 2012. The Employer will maintain a Flexible Spending Account (FSA) to which employees may contribute on a pre-tax basis.

Section 2. Hospitalization for Retirees. Retirees are eligible for City paid hospitalization coverage upon attaining age fifty-five (55) provided they are drawing City retirement benefits.

Section 3. Retirees/Spouses/Dependents/Survivors. Employees who retire after July 1, 1996, shall be entitled to current insurance coverage for dependents and survivors of the retirees who have attained the age of fifty-five (55) years, and have not yet attained age sixty-five (65) years, provided the premium cost is or less than the rate effective July 1, 1992. If the premium is more than the above rate, the dependent or survivor must pay the difference between the above stated rate and the actual cost. The dependent or survivor share must be paid for three (3) months at a time at least thirty (30) days prior to the commencement of the three (3) month period. If the dependent or survivor share is not paid within the three (3) month period at least thirty (30) days prior to the commencement

of the three (3) month period, the Employer is not obligated to provide hospitalization insurance to the dependent or survivor.

Employees who retire after July 1, 1996, and who have attained age sixty-five (65) shall be entitled to Blue Cross/Blue Shield supplemental insurance for his/her dependent or survivors provided the premium is or less than \$131.71 per month per person.

Section 4. Life Insurance. For life insurance, the City pays full premium. Full-time employees are insured for \$50,000.00. Retirees shall receive City paid life insurance in the amount \$5,000.00.

Section 5. Dental Insurance. The Employer agrees to provide dental insurance through the Delta Dental Plan of Michigan. Coverage provided under this insurance is identified as Delta Dental Insurance Plan D. Under the terms of this plan, the City will pay one hundred (100%) percent of the premium cost for the following coverage:

- A. Employee only.
- B. Employee and one (1) dependent.
- C. Employee and two (2) or more dependents.

The coverage will become effective on January 1, 2000.

ARTICLE 22 - RETIREMENT

Section 1. Definition: All City employees will be required to retire upon reaching the age of seventy (70). The City Council, however only by its own action, may extend the employment of an individual for one (1) year or not to exceed two (2) years, if it is felt to be urgently required in the City's best interests.

Section 2. Michigan Municipal Employees Retirement System. All employees are covered under the Michigan State Employees' Retirement System following completion of the eligibility period required under the Plan. Effective July 1, 1993, the City will change its Retirement Program, which currently provides a B-2 Plan to a B-3 plan with the F-55/25 rider. Employees under the B-3 Plan will contribute 5.7% of their annual compensation. The additional amount needed to finance the employees' retirement system is determined actuarially each year and is appropriated by the City as the City's contribution.

Effective from the date of ratification of this agreement, all new hires shall be enrolled into a qualified Michigan Public Employees Retirement (MERS) Defined Contribution Plan with up to eight percent (8%) contribution from the Employee and an Employer match of up to eight percent (8%).

Section 3. Retirement Eligibility. Retirement allowances for employees under the plan are based upon the employee's number of years of credited service under the retirement plan and his/her final average compensation according to the formulas set by State law and available in the City Controller's Office. Qualification for regular retirement: An employee must have ten (10) or more years of credited service and be age sixty (60); or he/she may retire between the ages of fifty-five (55) and sixty (60) if he/she has fifteen (15) years of credited service and is willing to accept a one-half (1/2%) percent reduction in benefits for each month retirement is taken before age sixty (60).

Section 4. Qualification for Deferred Retirement. An employee can qualify for deferred retirement if he or she has ten (10) years of credited service.

Section 5. Disability Retirement. Disability Retirement can be granted at any age if the employee has at least ten (10) years of service. However, if the disability is work-connected, retirement benefits will be granted at any age and with no minimum length of service required. If the employee has less than ten (10) years of service, the benefits would be based on ten (10) years.

Effective July 11, 1974, the employees are eligible for post-retirement benefit increase provisions of the M.E.R.S. (E-2)-cost of living for City Retirees after 1973.

ARTICLE 23 - LONGEVITY

Section I. Eligibility. The longevity plan will pay regular full-time employees two (2%) percent of their annual compensation (based on normal work-week) for each five (5) years of continuous service. The maximum payment is ten (10%) percent after twenty-five (25) years service. Payments will be made semiannually. If an employee has completed five (5) years (or multiple thereof) of continuous service by January 1 or July 1, the employee is eligible for longevity pay based on the length of service and annual compensation for that date.

Section 2. Longevity Limit. Employees hired after October 3, 1979, shall receive longevity pay based on the employee's annual base salary.

The percentage plan is as follows:

Five (5) years	2%
Ten (10) years	4%
Fifteen (15) years	6%
Twenty (20) years	8%
Twenty-five (25) years	10% maximum

Longevity will be paid to employees with five (5) or more years of service who are terminating their service to the City based on their percentage, and pro-rated for the time worked from their date of eligibility to the date of termination, including terminal vacation time, but not to include terminal sick pay benefit.

Present employees employed as of the date the first O.P.E.I.U. contract is approved by City Council will be entitled to credit for prior years of service with the City for longevity pay purposes after completing five (5) years of service following their re-employment by the City. Employees hired after this date and employees terminating after this date will not be eligible for credit for prior years' service for longevity pay purposes.

ARTICLE 24 – SENIORITY

Seniority is length of service of present employees in jobs that are now covered in the bargaining unit, as mutually agreed.

Seniority rights shall be lost for any of the following reasons:

- A. Employee is discharged and not reinstated.
- B. Employee quits.
- C. Employee exceeds a leave of absence granted by the Employer, unless continued absence is for a separate ground entitling the employee to sick leave under the provisions of this Agreement or proven reasons beyond the employee's control.
- D. The employee gives false reasons for obtaining a leave of absence.
- E. Employee fails to report back to work within three (3) working days after the employee is notified to return to work; except in cases where the employee's delay in returning within the three (3) day period has been excused by the City for bona fide reasons.
- F. Employee is absent from work for three (3) consecutive working days without reporting an acceptable excuse.
- G. Employees who are laid off for a period of one (1) year from date of layoff. Any employee, however, who has more than one year of seniority at the time of layoff may retain his seniority, an employee must in person or by registered or certified mail, return receipt requested, each three (3) months, commencing three (3) months after the expiration of such year, communicate to the City his/her desire to be retained on the seniority list and his/her continued availability for recall in the bargaining unit in accordance with the terms of this Agreement, in which event the employee may retain his/her seniority as of the date of layoff, the computation of such period to run from the date of layoff. It is understood, however, that this extension will continue for a maximum of two years.
- H. The employee retires under the Pension Plan.

All non-probationary employees covered by this contract shall be placed on one seniority list, and the seniority list shall be office-wide. The Employer shall provide the Union with a complete seniority list including classifications and salaries, and shall furnish the Union with a revision of such list each six (6) months, unless no change is required from the preceding list. An up-to-date seniority list shall be maintained at all times by the City, and the Union shall have access to said list by request in writing to examine the same during business hours. In the event of lay-off and recall, seniority, as provided above, shall be followed, provided always that the senior employee has the previous experience and ability to perform the required work. Whenever the City proposes to deviate from seniority by reason of inexperience or lack of ability of a senior employee, the City shall notify the Steward of the deviation and the reason for the same. If the City and the senior employee affected by such deviation should not agree thereon, the senior employee shall have recourse to the Grievance Procedure of this Agreement.

ARTICLE 25 - LAYOFF

Section 1. Layoff Procedure. In the event that a layoff of an employee is made necessary, the Employer will reduce force in the manner provided in Article 24. Likewise, upon the recall of the employees who have been laid off, the Employer will follow the provisions of Article 24.

Section 2. Notification. The City agrees to notify the employees with two (2) years or less seniority three (3) working days prior to layoff or termination. For any employee of two (2) or more years seniority at the time of layoff or termination of employment, the City will give fourteen (14) calendar days notice of termination, or in lieu thereof up to two (2) weeks pay. The vacation entitlement, if any, shall be determined in accordance with the vacation provisions of this Agreement, and any vacation pay due will be paid at the time of the layoff or termination.

Section 3. Layoff Recall. An employee recalled after layoff shall be reinstated in such position as the employee shall be entitled to pursuant to the provisions of Article 24. If reinstated in the former position, the employee shall be reinstated at the same interval as the employee had previously attained; but if recalled to some other position, the employee shall receive the rate of pay for the same interval as the employee had previously attained, but not above the top rate for the classification to which the employee is assigned, provided said employee agrees to return under this condition.

When employees are recalled to work after layoff if the Employer is unable to contact the employees by telephone or by messenger (contact by messenger being optional with the City), notice of recall will be sent to the employee at the last address on record with the City by certified mail, return receipt requested. No employee shall be deemed to have lost his seniority by reason of failure to return to work after notice of recall unless the City shall have sent such notice by certified mail, whether or not it was received by the employee. It is the employee's responsibility to keep the City advised of his/her last address.

ARTICLE 26 - NO-STRIKE, NO-LOCKOUT CLAUSE

Section 1. Definition. During the life of this Agreement, the Union shall not cause, or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of productions, or interference with the operations and services of the Employer. The Union shall not cause, nor permit its members to cause, nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's buildings or premises, during the life of this Agreement.

1. The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages, slow downs of work, picketing or work interference of any kind by notifying the Employees that it disavows these acts. The Union further agrees that the employer shall have the right to discipline (including discharge) any and all employees who violate this Article, and such actions shall not be subject to the Grievance Procedure of this Agreement: Provided that the question of fact concerning the participation by any particular employee shall be a proper subject for the grievance procedure. In addition, the Employer shall have the right to terminate this agreement by notice in writing to the Union in addition to any

- remedies it may have for violation by law. In addition, the Employer shall have the right to seek injunctive relief and damages against the Union.
2. The Committee and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow down of work, picketing, or work interference of any kind.
 3. The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this Agreement.

ARTICLE 27 - SEPARABILITY

If any Article or section of this Agreement or if any riders thereto should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or Section or rider should be restrained by such tribunal pending final determination as to its validity, the remainder of this contract 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.

In the event that any Article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the City or the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary, provided, however, that nothing in this Section shall be deemed to waive any provision of Jaw respecting the giving of notice to the other party upon the termination of a collective bargaining agreement.

ARTICLE 28 - COMPLETE AGREEMENT

This Agreement, together with its appendices and any other matters incorporated and any letter(s) of agreement signed with this Agreement, establishes wage rate ranges, salaries and benefits to be paid and conditions of employment affecting employees covered by this Agreement and to that end does amend, cancel, supersede and repeal all previous or prior agreements, understandings or policies between the City and its employees that may be in conflict with any provision of this Agreement,

Matters affecting the employment status that are not specifically mentioned herein shall be continued as a policy of established past practice and may be modified, changed or terminated by mutual agreement of the parties.

With the ratification and signing by each party, both parties shall be relieved of any obligation to bargain collectively for the life of this Agreement on any subject or matter raised or proposed during negotiations which is not included in this Agreement; and each agrees that neither party shall be required to bargain on any matter during the life of the Agreement.

During the period of this Agreement, if both the City and the Union mutually agree to discuss any matter, whether or not it is contained in this Agreement, then any mutually agreed settlement shall be reduced to writing, ratified and approved by both parties and become a supplement to this Agreement as an Amendment.

ARTICLE 29 - DURATION AND TERMINATION

This Agreement shall be binding upon the parties hereto and their successors. The Agreement shall have as its starting date January 1, 2019, and its termination date of December 31, 2021. The party desiring a change or modification must notify the other party to this Agreement, in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives, this 8th day of April, 2019.

EMPLOYER:

UNION:

CITY OF MUSKEGON HEIGHTS

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 459

Kimberley Sims, Mayor

Lance A. Rhines, Service Representative

Lori Doody 4/9/2019

Lori Doody, Interim City Manager

Karey Morrow, Steward

SCHEDULE B
CLASSIFICATION AND COMPENSATION RATES (EMPLOYEES HIRED AFTER 7/1/92)
EFFECTIVE: January 1, 2019 - 3% Increase

CLASSIFICATION		START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS
Director of Public Works	Annual	\$47,693.38	\$48,565.57	\$49,437.74	\$50,309.90	\$51,182.08	\$52,054.26	\$53,056.22
	Biweekly	\$1,834.36	\$1,867.91	\$1,901.45	\$1,935.00	\$1,968.54	\$2,002.09	\$2,040.59
	Hourly	\$24.46	\$24.91	\$25.35	\$25.80	\$26.25	\$26.69	\$27.21
Director of Public Utilities	Annual	\$45,474.99	\$47,766.78	\$50,168.94	\$52,571.11	\$54,973.30	\$57,375.46	\$59,923.08
	Biweekly	\$1,749.04	\$1,837.18	\$1,929.57	\$2,021.97	\$2,114.36	\$2,206.75	\$2,304.73
	Hourly	\$23.32	\$24.50	\$25.73	\$26.96	\$28.19	\$29.42	\$30.73
Director of Planning & Community Development	Annual	\$54,798.18	\$55,973.95	\$57,280.23	\$58,586.52	\$59,892.78	\$61,199.05	\$62,654.92
	Biweekly	\$2,107.62	\$2,152.84	\$2,203.09	\$2,253.33	\$2,303.57	\$2,353.81	\$2,409.80
	Hourly	\$28.10	\$28.70	\$29.37	\$30.04	\$30.71	\$31.38	\$32.13
Chief of Inspections	Annual	\$51,712.78	\$52,432.90	\$53,263.56	\$54,094.19	\$54,924.85	\$55,755.50	\$56,708.78
	Biweekly	\$1,988.95	\$2,016.65	\$2,048.60	\$2,080.55	\$2,112.49	\$2,144.44	\$2,181.11
	Hourly	\$26.52	\$26.89	\$27.31	\$27.74	\$28.17	\$28.59	\$29.08
Director of Infrastructure & Engineering	Annual	\$58,876.00	\$59,792.73	\$60,709.46	\$61,626.19	\$62,542.92	\$63,945.18	\$65,383.65
	Biweekly	\$2,264.46	\$2,299.72	\$2,334.98	\$2,370.24	\$2,405.50	\$2,459.43	\$2,514.76
	Hourly	\$28.31	\$28.75	\$29.19	\$29.63	\$30.07	\$30.74	\$31.43

Director of Planning & Community Development compensation scale increased by \$1,000.00 annually across the board effective 1/1/2019.

Chief of Inspections compensation scale increased by \$6,000.00 annually across the board effective 1/1/2019.

SCHEDULE B
CLASSIFICATION AND COMPENSATION RATES (EMPLOYEES HIRED AFTER 7/1/92)
EFFECTIVE: January 1, 2020 - 3% Increase

CLASSIFICATION	START	6 MONTHS						12 MONTHS						18 MONTHS						24 MONTHS						30 MONTHS						36 MONTHS					
		Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly						
Director of Public Works	Annual	\$49,124.19			\$50,022.54			\$50,920.87			\$51,819.20			\$52,717.54			\$53,615.88			\$54,514.22			\$55,412.55			\$56,310.89			\$57,209.22			\$58,107.56					
	Biweekly	\$1,889.39			\$1,923.94			\$1,958.49			\$1,993.05			\$2,027.60			\$2,062.15			\$2,101.80			\$2,141.45			\$2,181.10			\$2,220.75			\$2,260.40					
	Hourly	\$25.19			\$25.65			\$26.11			\$26.57			\$27.03			\$27.50			\$28.02			\$28.52			\$29.02			\$29.52			\$30.02					
Director of Public Utilities	Annual	\$46,839.24			\$49,199.78			\$51,674.01			\$54,148.24			\$56,622.50			\$59,096.73			\$61,720.78			\$64,534.57			\$67,345.16			\$70,155.75			\$72,966.34					
	Biweekly	\$1,801.51			\$1,892.30			\$1,987.46			\$2,082.62			\$2,177.79			\$2,272.95			\$2,373.88			\$2,482.10			\$2,590.20			\$2,698.30			\$2,806.40					
	Hourly	\$24.02			\$25.23			\$26.50			\$27.77			\$29.04			\$30.31			\$31.65			\$33.09			\$34.52			\$35.96			\$37.39					
Director of Planning & Community Development	Annual	\$56,442.13			\$57,653.17			\$58,998.64			\$60,344.12			\$61,689.56			\$63,035.02			\$64,534.57			\$66,034.02			\$67,533.47			\$69,032.92			\$70,532.37					
	Biweekly	\$2,170.85			\$2,217.43			\$2,269.18			\$2,320.93			\$2,372.68			\$2,424.42			\$2,482.10			\$2,539.78			\$2,597.46			\$2,655.14			\$2,712.82					
	Hourly	\$28.94			\$29.57			\$30.26			\$30.95			\$31.64			\$32.33			\$33.09			\$33.84			\$34.59			\$35.34			\$36.09					
Chief of Inspections	Annual	\$53,264.16			\$54,005.89			\$54,861.47			\$55,717.02			\$56,572.60			\$57,428.17			\$58,410.04			\$59,391.91			\$60,373.78			\$61,355.65			\$62,337.52					
	Biweekly	\$2,048.62			\$2,077.15			\$2,110.06			\$2,142.96			\$2,175.87			\$2,208.78			\$2,246.54			\$2,284.30			\$2,322.06			\$2,359.82			\$2,397.58					
	Hourly	\$27.31			\$27.70			\$28.13			\$28.57			\$29.01			\$29.45			\$29.95			\$30.45			\$30.95			\$31.45			\$31.95					
Director of Infrastructure & E	Annual	\$60,642.28			\$61,586.52			\$62,530.74			\$63,474.98			\$64,419.21			\$65,363.45			\$66,307.69			\$67,251.93			\$68,196.17			\$69,140.41			\$70,084.65					
	Biweekly	\$2,332.40			\$2,368.71			\$2,405.03			\$2,441.35			\$2,477.66			\$2,513.98			\$2,550.30			\$2,586.62			\$2,622.94			\$2,659.26			\$2,695.58					
	Hourly	\$29.15			\$29.61			\$30.06			\$30.52			\$30.97			\$31.43			\$31.88			\$32.34			\$32.79			\$33.25			\$33.70					

SCHEDULE B
CLASSIFICATION AND COMPENSATION RATES (EMPLOYEES HIRED AFTER 7/1/92)
EFFECTIVE: January 1, 2021 - 3% Increase

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS
Director of Public Works	Annual	\$50,597.91	\$51,523.21	\$52,448.50	\$53,373.78	\$54,299.07	\$55,224.36
	Biweekly	\$1,946.07	\$1,981.66	\$2,017.25	\$2,052.84	\$2,088.43	\$2,124.01
	Hourly	\$25.95	\$26.42	\$26.90	\$27.37	\$27.85	\$28.32
Director of Public Utilities	Annual	\$48,244.42	\$50,675.78	\$53,224.23	\$55,772.69	\$58,321.17	\$60,869.63
	Biweekly	\$1,855.55	\$1,949.07	\$2,047.09	\$2,145.10	\$2,243.12	\$2,341.14
	Hourly	\$24.74	\$25.99	\$27.29	\$28.60	\$29.91	\$31.22
Director of Planning & Community Development	Annual	\$58,135.39	\$59,382.76	\$60,768.60	\$62,154.44	\$63,540.25	\$64,926.07
	Biweekly	\$2,235.98	\$2,283.95	\$2,337.25	\$2,390.56	\$2,443.86	\$2,497.16
	Hourly	\$29.81	\$30.45	\$31.16	\$31.87	\$32.58	\$33.30
Chief of Inspections	Annual	\$54,862.09	\$55,626.06	\$56,507.31	\$57,388.53	\$58,269.77	\$59,151.01
	Biweekly	\$2,110.08	\$2,139.46	\$2,173.36	\$2,207.25	\$2,241.15	\$2,275.04
	Hourly	\$28.13	\$28.53	\$28.98	\$29.43	\$29.88	\$30.33
Director of Infrastructure & Engineering	Annual	\$62,461.55	\$63,434.11	\$64,406.66	\$65,379.22	\$66,351.79	\$67,324.34
	Biweekly	\$2,402.37	\$2,439.77	\$2,477.18	\$2,514.59	\$2,551.99	\$2,609.21
	Hourly	\$30.03	\$30.50	\$30.96	\$31.43	\$31.90	\$32.62