



CITY COUNCIL AGENDA ITEM

Date: June 16, 2016

To: Brian Kischnick, City Manager

From: Jeanette Menig, Human Resources Director

Subject: Contract Ratification – American Federation of State, County and Municipal Employees (AFSCME) 2016-2021 (***Introduced by Jeanette Menig, Human Resources Director***)

History

The American Federation of State, County and Municipal Employees (AFSCME) represents the City of Troy's 62 full-time labor and skilled labor positions in the Public Works and Engineering Departments. The City of Troy and AFSCME recently reached an agreement for a five-year successor collective bargaining agreement to replace the contract that will expire June 30, 2016.

Financial

Many aspects of this agreement are similar to other recent contracts. As seen in the attached summary, this agreement provides wage increases each year, with lump sum payments in some years, and an increase to hourly shift premium (while eliminating other per-task premium pay).

Also notable is the addition of a clothing allowance in lieu of City-provided Carhartt coats, an enhancement to vision coverage (to align with all other employee groups), and a change to payment in quarter hours worked (previously 6 minute increments). Several non-financial changes and contract language clarifications would also be implemented in this agreement.

The management team and the union used a successful interest-based bargaining approach in our negotiations. We reached an agreement after only three meetings (12.25 hours at the table). Utilizing this interest-based approach helps to build a positive relationships with the bargaining unit and realizes financial savings, too. In traditional bargaining the City would pay our labor attorney to lead the negotiations as well as utilize much of the City management team as support. In the interest-based approach the City management team works collectively, the Human Resources Director takes the lead at the table and the team is able to take action swiftly because the City Manager is actively part of the negotiations and can give immediate approval to possible agreements. This saves the City thousands of dollars in attorney costs.

Settling a five year agreement, rather than a short-term contract, further adds to the savings in time, resources and funds, as these will not be expended again until we meet at the bargaining table in 2021.

Recommendation

City management recommends approval of the this agreement between the City of Troy and AFSCME for a five-year collective bargaining agreement for the period July 1, 2016 to June 30, 2021.

A summary of the agreement and the resulting contract language changes are attached.

City of Troy and AFSCME
2016-2021 Collective Bargaining Agreement
(with side-by-side comparison where applicable)

ISSUE	CURRENT	AGREEMENT
Contact Duration		Five years
Wages		July 1, 2016 2.25% July 1, 2017 2.25% July 1, 2018 2.25% July 1, 2017 2.0% plus \$150 lump sum July 1, 2018 2.0% plus \$150 lump sum
Health Care Reopener		At either party's request July 1, 2018, 2019, and/or 2020
Health Insurance	Eye exams and lenses every 24 months	Eye exams and lenses every 12 months Also eliminate the possibility of duplication of coverage for dependents of full-time employees who also work full-time for the City of Troy
Shift Bonus	Afternoons \$.20/hr Midnights \$.25/hr Non M - F \$.30/hr Task-specific shift premiums \$.15 -.25/hr (i.e. cement work, below ground work)	Afternoons \$.50/hr Midnights \$.55/hr Non M - F \$.60/hr Eliminate task-specific shift premiums.
Tuition Reimbursement	Maximum \$2000 reimbursement per employee per fiscal year	Maximum \$2500 reimbursement per employee per fiscal year
Uniforms	City provides each employee Carhartt insulated jacket and bib overalls every two years.	Each employee receives \$300 per fiscal year (\$350 beginning 2019) to purchase cold weather gear, personal safety items and/or work boots.
Attendance/Hours Worked	Payments made to the nearest 1/10 of an hour (6 minutes)	Payments made to the nearest quarter hour (15 minutes)
Temporary Employees	Temporary employees can work up to 4 months in any one year	Temporary employees can work up to 20 weeks in any one year
Retiree Medical Insurance		Require eligible retirees (and their spouses) to enroll in Medicare A and B.
Language clarifications and updates		Language clean-up in several sections

TENTATIVE AGREEMENT
City of Troy and AFSCME
May 16, 2016

ARTICLE 7 - Union Dues and Initiation Fees

- H) Remittance of Dues to ~~Financial Officer~~ **AFSCME Council 25**: Deductions for any calendar month shall be remitted to ~~the designated financial officer of the Local Union~~ **AFSCME COUNCIL 25** by the 25th day of the month in which the deduction is made. The Employer shall furnish ~~the designated financial officer of the Local Union~~ **AFSCME COUNCIL 25** monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms, ~~but whom no deductions have been made.~~

ARTICLE 15 - Seniority

- C) The City shall keep true seniority lists in each division, which will contain each employee's name, seniority date, and classification. Employees hired on the same date shall be placed on the seniority list according to the highest test score. ~~Seniority lists prior to July 1, 1989 will remain unchanged.~~ The list shall be updated ~~each~~ **every** three (3) months. If there is any objection to any of the items therein, the parties shall promptly meet to dispose of the grievance. Any grievance shall be in writing and filed with the Human Resources Department through the employee's supervisor within five (5) working days after the posting of the seniority list. Seniority lists shall be kept separately for the following divisions:

- ~~a)~~ **1.** Engineering Division
- ~~b)~~ **2.** Streets and Storm Drains Division
- ~~c)~~ **3.** Fleet Maintenance Division
- ~~d)~~ **4.** Parks Maintenance Division
- ~~e)~~ **5.** Water and Sanitary Sewer Division

ARTICLE 19 - Attendance

- A) Unless on an approved leave, employees are expected to be at work and to observe the working hours established by the City.
- B) All employees who report late shall be penalized by way of a pay deduction in multiples of ~~1/40th~~ **a quarter** of an hour (**15 minutes**). Payment shall be made to the nearest ~~10th of~~ **quarter of** an hour. Habitual tardiness shall be cause for disciplinary action up to and including discharge.
- C) If an employee is unable to report to work at his established starting time, he shall notify the supervisor prior to the time his shift is scheduled to start unless mitigating circumstances make such notification impossible. Failure to do so may result in disciplinary action.
- D) Arrangements for time off, except sick leave, must be made in advance with the employee's immediate supervisor, in accordance with the provisions regulating leaves.
- ~~E) All AFSCME members will take 52 hours per year of furlough time, and their biweekly pay shall be reduced by the number of furlough hours taken during that pay period. The member may choose the dates the furlough time will be served; however, 52 hours must be taken between July 1 and June 30 each fiscal year. The mandatory use of furlough time shall not end with the expiration date of the contract. In cases where there are conflicts between furlough time selected and the number of employees that can be permitted off by~~

~~the Department, the furlough time shall be determined by seniority among the employees involved. It shall be at the discretion of the Division Head to determine how many employees may be gone at any one time on furlough time.~~

~~The use of furlough time shall not create overtime; however, employees who are off on furlough time but get called in to work overtime will be paid at the appropriate overtime rate. In the event an AFSCME member is asked by the City to work on a selected furlough day, the member will select furlough time for a later date in the same manner as outlined for vacation in Article 39.~~

~~Any leave days for which unemployment compensation is sought shall not be credited as furlough days under this agreement.~~

ARTICLE 20 - Overtime

- H) Other overtime shall, wherever practical, be distributed equitably among the employees working in the classification in which the overtime occurs and posted ~~every two (2) weeks on the official bulletin board~~ **within 24 hours of the end of the overtime occurrence.** Records of overtime worked shall be maintained by the division for each classification. The records will show overtime worked as well as that charged when employees are not available. Employees will not be charged for overtime while on vacation provided they give at least three (3) days notice and take a minimum of two (2) days vacation time.
- K) Employees who are required to cover more than twelve (12) hours of work on a regular scheduled shift and do not report for work for the next regular shift shall be paid for the day by deducting the day from the employee's sick bank. Days so deducted shall not be used to document a case of absenteeism for purposes of discipline.

~~During emergency situations (such as snow removal), circumstances may exist when employees have worked less than a 12-hour shift and due to unforeseen conditions worked without sufficient prior rest, the superintendent may allow the use of sick time during regular shifts similar to that outlined in this section.~~

In the event an employee is called into work for an emergency or other situation within an 8 hour window preceding his next regular shift or following a 12 (or more) hour shift and he is unfit or unable to work his next regular shift, the employee may choose leave time (including sick time) or unpaid leave. The employee's weekly reported hours must be no less than 40 (unpaid leave will not be counted in the minimum requirement). Overtime will be paid consistent with Article 20 – Overtime (A) and unpaid leave will not count toward hours worked for the purpose of overtime calculation.

Each employee may use no more than 32 hours of unpaid leave annually.

The department head and/or approving supervisors have the discretion to extend to other related circumstances, when possible.

ARTICLE 23 – Promotions

add the following:

- C) Upon promotion, the employee will be placed at the lowest pay step in the new classification which represents an increase over their regular pay step.**

ARTICLE 24 – Transfers and Demotions

- A) In the event of a vacancy or a newly created position, employees in the same classification as the vacancy shall be given the opportunity to transfer to another division on the basis of seniority according to Article 22, Posting of Vacancy, if the employee requires no more than five (5) days additional training.
- B) Employees who request and are awarded a transfer to an equal classification shall be prohibited from being considered for any other transfer to an equal classification for a period of two (2) years from the date of the original transfer. This provision shall not apply to employees who merely change shifts within a division.
- C) **Upon transfer, employees will remain at their current pay step and continue step progression, if applicable, upon their original dates.**
- D) **Upon demotion, employees will be placed at their current pay step (i.e. Step 3 to Step 3) in the lower classification and continue step progression, if applicable, upon their original dates.**

ARTICLE 25 - Temporary Assignments

- A) Temporary assignments calling for the performance of work required by a higher classification for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. where such assignments exceed one (1) week per assignment, will be granted to one of the three most senior, interested employees, provided he is qualified to perform the work without additional training. ~~Such employees will receive the next higher rate of pay above their own for the classification to which they are assigned for all hours worked for performing such work in excess of five (5) consecutive days or in excess of thirty (30) working days within any twelve (12) month period.~~
- B) Such employees will receive ~~the next higher rate of pay above their own for the classification to which they are assigned~~ **pay at the lowest pay step in the temporary classification which represents an increase over their regular pay step** for all hours worked for performing such work in excess of five (5) consecutive days or in excess of thirty (30) working days within any twelve (12) month period.
- C) Chapter Chairman and the Steward of the affected department will receive notification of all temporary assignments performing bargaining unit work.

ARTICLE 29 - Safety

- D) The Safety Committee shall be composed of six (6) members: One (1) representative of the ~~Risk Management~~ **Human Resources** Department, two (2) members appointed by the City, and three (3) members appointed by the Union. The two (2) members appointed by the City and at least two (2) of the three (3) members appointed by the Union shall serve for one (1) year rotating terms, except the Union Vice-Chairman shall not rotate.

ARTICLE 27 - Temporary and/or Part-Time Employees

- A) Temporary Employees:
 - 1) Temporary employees shall be defined as (a) those employees hired on a temporary basis to work full-time for a period not to exceed ~~four (4) months~~ **20 weeks** in any one (1) year, or

(b) Interns hired on a temporary basis to work for training purposes up to 40 hours per week and pursuant to the duration requirements of the educational institution. Interns shall not be worked in lieu of hiring full-time employees. The total number of interns shall not exceed 30% of the regular full time employees in a division.

4) Any temporary employee continuing employment after ~~four (4) months~~ **20 weeks** shall be deemed a full-time employee and may join the union, and he shall not obtain any seniority until he has completed three (3) months as a full-time employee.

F) On ~~March 15, May 15 and July 15~~ **July 1** the City will notify the Chapter Chairman of the temporary and part-time employees hired. ~~A fourth notification will be provided upon request of the Chapter Chairman.~~

ARTICLE 30 - Training

A) **In-Service Training**

The City may authorize in-service training programs without loss of pay for employees to take schooling in the interest of the City. In such cases, the employee shall be required to return to the City employment for a specified time after completing said schooling, not to exceed one year.

~~B) The City's tuition reimbursement program will be made available to bargaining unit employees as spelled out below. If any employee's request for reimbursement is denied, the Union and the employee will be advised of the reason for the denial in writing.~~

~~An employee on the payroll may be eligible for tuition reimbursement under the following conditions:~~

- ~~1. Reimbursement shall be for one-half (1/2) (100% effective 7/1/04) of the employee's actual tuition cost and shall not duplicate any financial aid such as scholarships, grants and aids, GI Bill, etc.~~
- ~~2. Reimbursement shall be tuition costs only and shall not include other fees or expenses.~~
- ~~3. Courses included in this program must be (a) work-related and (b) approved by the City Manager. Effective 7/1/04, courses included in this program must be (a) required for an Associates or Bachelors degree that is organizationally related, and (b) approved by the City Manager.~~
- ~~4. The course must be taken at an accredited school or university, but does not have to be a credit course.~~
- ~~5. A final grade of "C" or better must be achieved.~~
- ~~6. No employee shall receive more than \$500 (\$2,000 effective 7/1/04) under this program in any fiscal year.~~

~~To participate in this program, an employee must submit an application and request reimbursement through the following procedures:~~

- ~~1. The employee must submit an application form which must then be reviewed by the Department Head and City Manager.~~
- ~~2. The application must be submitted within one month of the starting date of the course.~~
- ~~3. To receive reimbursement, the employee must submit verification of (a) tuition cost per credit hour, (b) his payment of the tuition, and (c) the final grade of the course.~~
- ~~4. A check request for reimbursement of an approved course must be submitted within one year of the completion date of the course.~~

~~Prior to receipt of reimbursement, the employee shall sign a letter agreeing to repay the City for the full amount of reimbursement if the employee voluntarily resigns or is discharged for just cause within two (2) years (three (3) years effective 7/1/04) of the completion of the course.~~

B) Tuition Reimbursement

1. The Tuition Reimbursement program is available to all employees who have successfully completed their initial probationary period.
2. Courses must be:
 - Completed from an accredited institution, and
 - Courses leading to an Associate Degree, Bachelor Degree, Master Degree or Certification Program that is organizationally-related.
3. Reimbursement will be granted only for pre-approved courses completed with a grade of "C" (2.0) or better.
4. Reimbursement is for the cost of tuition only and does not include other expenses or fees such as registration fees, books, mileage, parking fees, laboratory fees, etc.
5. Maximum reimbursement per employee, per fiscal year, is \$2,500.
6. Employees who receive any monetary assistance from other sources, such as scholarships, grants-in-aid, G.I. Bill, etc., shall be eligible only for reimbursement of the difference between the outside financial assistance and the actual tuition costs.
7. Prior to receipt of reimbursement, the employee will be required to sign a letter agreeing to repay the reimbursement if the employee terminates employment (including retirement) or is terminated (not including layoff) by the City within (1) year of receiving the reimbursement.

C) Other Training

Mandatory training sessions will, as much as possible, be scheduled during regular working hours. If a mandatory training session cannot be scheduled during regular working hours, the employee's regular working hours will be changed to fit the training session hours. Additional training not mandated by the City but beneficial to the City and the employee shall be accommodated by rescheduling the employee's hours so that the employee will attend said training while on normal working hours provided the employee receives advance approval of the department head.

- D) Employees who have completed their initial probationary period and are in the MSE-D Service Technician I, MSE-F Trade Specialist I and or MSE-G Trade Specialist II classifications in the Fleet Maintenance Division as of January 1, 1990 will be reimbursed for the cost of renewing their required State of Michigan mechanic certifications upon submission of requested paperwork. ~~Probationary employees in these classifications who possess mechanic certifications as of January 1, 1990 will be eligible for future reimbursement of certification renewals after successfully completing their probationary period. Effective September 8, 2000, employees in the MSE-D, Equipment Serviceman I (Fleet Maintenance) classification will be included with those classifications eligible for reimbursement for the cost of renewing the above-referenced State mechanic certifications.~~

Fleet Maintenance ASE Certificates

Fleet Maintenance employees in the MSE-D and MSE-F classifications who possess a valid Master Automobile Technician Certificate, and Fleet Maintenance employees in the MSE-G classification who possess a valid Master Truck Technician Certificate issued by the National Institute for Automotive Service Excellence (ASE), shall receive one hundred dollars (\$100) per month. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining each ASE certificate, and to provide the Fleet Maintenance Superintendent with the necessary documents verifying the receipt and maintenance of the Master Technician Certificate.

ARTICLE 35 - Sick Leave and Personal Business Leave

- D) Upon retirement or upon the death of an employee, unused sick leave credit will be paid to the employee or his beneficiary up to a maximum of thirty-six (36) days. For the purpose of this section, the term "retirement" shall exclude deferred retirement.

Employees being laid off will receive full pay for **all of their** unused sick leave on the books as of the layoff ~~when his seniority has run out (consistent with Article 15, Section E, 6) or three (3) years has elapsed, whichever is lesser.~~

- J) **Personal Business Leave**
~~Effective October 16, 2000, A~~ an employee may be granted up to the number of hours equivalent to three (3) regular work days as paid personal business time in any one calendar year for attending to personal business that cannot be scheduled other than during normal work hours.

In order to be eligible for personal leave days, the employee must receive the Department Head's approval three (3) working days in advance, except in the case of emergency.

Probationary employees are not eligible to take personal business time until the completion of their probationary period.

ARTICLE 40 - Job Incurred Injury

This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to ~~Worker's~~ **Workers'** Compensation benefits. The parties to this Agreement understand that ~~Worker's~~ **Workers'** Compensation benefits are paid in accordance with applicable ~~Worker's~~ **Workers'** Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee: (1) treating with the City-designated clinic for the first ~~(10) days~~ **twenty-eight (28) days after the injury, pursuant to the current Michigan Workers' Compensation law (if the Michigan Workers' Compensation law changes, the period will mirror the law)**, (2) providing periodic updates or reports from the employee's physician if requested by the City, and (3) consent to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this article.

- A) Any employee who receives a disability in the performance of his work may draw upon any of his leave until ~~Worker's~~ **Workers'** Compensation insurance starts. After ~~Worker's~~ **Workers'** Compensation starts, the City shall supplement the compensation benefits up to the employee's normal salary without loss of any leave. If compensation continues so that the first three (3) days are picked up, the City shall credit the employee with up to five (5) days used. The City's contribution shall continue for a maximum of thirty (30) days, at which time the Short-Term Disability Insurance shall become effective.
- B) ~~Effective January 1, 1985, the~~ **The** City shall pay 80% of the employee's daily rate (excluding overtime and shift premium) for each day during the first week of job-incurred disability which is not covered by ~~Worker's~~ **Workers'** Compensation benefits. An employee shall be limited to a total of forty (40) hours per calendar year under this section. Any disability claims in excess of the forty (40) hour limit shall be covered by Section A.

ARTICLE 43 - Hospitalization and Medical Insurance

(re-organize this paragraph as follows and add vision reference):

- A) The Employer will provide the following hospitalization and medical insurance for those employees **(including legal spouse and dependent children)** who elect to be covered:

~~For the employee, legal spouse, and dependent children Blue Cross Community Blue Plan 1 (Modified) to include: \$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$30 chiropractic office visit co-pay; \$50 emergency room co-pay (waived if admitted); and \$250/\$500 basic deductible.~~

- 1. Blue Cross Community Blue PPO Plan 1 Modified, including the following:**
 - a. \$10/\$40 prescription drug rider with mandatory generic, prior authorization, step therapy, and 2x mail order prescription drugs (MOPD).**
 - b. \$30 office visit co-pay**
 - c. \$50 emergency room co-pay (waived if admitted)**
 - d. \$30 chiropractic office visit co-pay**
 - e. \$250/\$500 basic deductible**
 - 2. Vision care every 12 months**
 - 3. An employee who elects to be covered by medical insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction.**
 - 4. The City may purchase equivalent or better medical insurance from another carrier provided prior notice is given the Union in a special conference.**
- B) A dental program for the employee and family, including Class I benefits with a 10% employee co-payment of claims and Class II benefits with a 10% employee co-payment of claims. Said coverage for Class I and Class II shall be 10% employee co-payment of claims up to a maximum coverage of \$1,000 per year. ~~The employee shall contribute fifty (50) cents each pay period for this program. Effective July 1, 1985, the~~ **The** City will provide orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19. ~~Effective July 1, 1986, the~~ **The** City has the right to provide the above-mentioned coverage through a self-funded program.
- C) All employees shall receive insurance policies explaining coverages for all insurance coverage they receive.
- D) ~~Following contract ratification, e~~**E**mployees who choose not to subscribe to medical insurance will receive \$200 per month.

~~The City shall opt out of PA 152 for the 2013-14 and 2014-15 contract years and there shall be a reopener at either party's request on the sole issue of health insurance (medical and prescription drug) for July 1, 2015-2018, July 1, 2019 and/or July 1, 2020.~~

Duplication of City of Troy health insurance benefits is not allowed; # if two City of Troy employees are married to each other **and both are eligible to enroll in City of Troy health insurance**, one of ~~them the spouses~~ **the spouses** must opt out of the ~~medical health insurance and dental insurance coverage~~ **medical health insurance** and dental insurance ~~coverage~~. The ~~employee spouse~~ **employee spouse** who chooses to opt out of employer provided health insurance is not eligible for the cash-in-lieu payment. ~~However, in the event the spouse who retains coverage must change enrollment from 1-person to 2-person coverage, or from 2-person to family coverage, they shall not incur additional incremental cost between the existing coverage premium sharing and the new coverage premium~~

~~sharing.~~ **If an employee and his/her dependent are both eligible to enroll in City of Troy health insurance, the dependent must enroll in his/her own plan.**

ARTICLE 44 - Uniforms

A) The City will furnish to each employee five (5) uniform changes per week and protective clothing as necessary. The City will also make available, as necessary, gloves and boots for the benefit of employees. ~~The City shall provide one Carhartt ¾ length insulated jacket and bib overalls every two years for employees regularly assigned outside work. The old jacket and bib overalls must be turned in for replacement.~~—During summer months, the City shall provide short sleeved or "T" shirts. It is understood between the parties to this Agreement that the City's responsibility under this section is to provide the uniforms and equipment as specified in this section, and the employee's responsibility is to wear said uniforms and utilize such equipment as provided. The employee is also responsible to return said uniforms and equipment ~~(excluding Carhartt jacket and bib overalls)~~. Failure to do so will subject the employee to having the cost of such equipment and/or uniforms deducted from his payroll check.

B) Each fiscal year beginning July 1, 2016 each employee shall be allotted a clothing allowance of three hundred dollars (\$300). Beginning July 1, 2019 the clothing allowance shall be three hundred fifty dollars (\$350). Said allowance shall be spent on the City account at designated vendors.

Each employee may use money credited to his account as provided above to purchase work-related personal safety items, cold weather gear, clothing, related equipment and/or work boots to be used at work, subject to management approval.

It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year.

C) Those employees whom the City determines shall not wear uniforms while performing their regular duties shall be paid a monthly allowance equal to the cost of supplying uniforms.

ARTICLE 45 – Longevity

All covered employees hired prior to July 1, 1993 shall receive longevity payments on or before December 20th of each year ~~in accordance with the following schedule:~~ **based on years of continuous City service as of November 30 of the payment year. Employees with 20 or more years of service receive \$2,240.**

Years of Continuous City Service as of November 30 of the Payment Year	Percent of Base Pay Earned (1)
Five (5) Years	Two (2) percent up to \$560
Ten (10) Years	Four (4) percent up to \$1,120
Fifteen (15) Years	Six (6) percent up to \$1,680
Twenty (20) Years	Eight (8) percent up to \$2,240

~~Note: (1) Annual payments shall cover the base pay earnings from December 1 to November 30.~~

Article 46 — ~~Pension~~ (**retitle Retirement**)

Add to D 1. :

Retirees (and covered spouses) with City of Troy retiree medical insurance shall each enroll in Medicare Part A and B when eligible, at the retiree's expense, and must notify the employer that they enrolled. Upon enrollment in Medicare A and B the employer's insurance shall become supplemental to Medicare.

ARTICLE 47 - Shift/Schedule Differential

- A) A shift differential of ~~twenty (20)~~ **fifty (50)** cents per hour in addition to the regular rate will be paid for all hours worked to employees who are regularly assigned to the second shift, Monday through Friday.
- B) A shift differential of ~~twenty-five (25)~~ **fifty-five (55)** cents per hour will be paid in addition to the regular rate for all hours worked to employees who are regularly assigned to the third shift, Monday through Friday.
- C) A schedule differential of ~~thirty (30)~~ **sixty (60)** cents per hour in addition to the regular rate will be paid for all hours worked to employees who are regularly assigned to a work schedule other than Monday through Friday.
- D) Such differential shall not be paid to employees working overtime from one shift or schedule into another, e.g. from the first shift into the second.
- ~~E) — Employees assigned to perform cement crew work involving forming and finishing shall be paid an additional fifteen (15) cents per hour premium for all work performed on those assignments consistent with the following:
 - ~~(1) — The fifteen (15) cent premium is to be paid to employees who are regularly assigned to the cement crew and are involved in grading, forming, and finishing of cement, brick, or block, but is not intended to include employees such as flag men, truck drivers, pavement breakers, or other employees who do not become involved in the actual preparation of base forming and finishing of the cement, brick, or block.~~
 - ~~(2) — The fifteen (15) cent premium pay shall be paid to employees working on the cement crew on a regular assignment basis, as has been customary in the department and, once assigned to said crew during seasonal construction periods, said premium pay shall not cease because of inclement weather or reassignment of the entire crew to perform other tasks for less than an entire working day. It is recognized that the City does have the right to reassign employees from the crew, but that this shall not be done to avoid paying premium pay, but to make a formal reassignment of that employee's duties.~~~~
- ~~F) — Employees assigned to perform below ground water main work shall be paid an additional twenty-five (25) cents per hour premium for all work performed consistent with the following:
 - ~~(1) — The twenty five (25) cent premium is to be paid to members of the bargaining unit while actually working on the repair of water main breaks, hydrants, service lines, etc., commonly referred to as the water break crew, and does not include flag men, truck drivers, or parts men, or other employees who are not actually involved in excavation and repair, but does include activities such as scheduled valve replacement or taps involving below ground work.~~~~

~~(2) The twenty-five (25) cent premium shall be paid to employees on below ground crew from the time they arrive on the below ground worksite until they leave said site and, if on an overtime basis, from the time they punch in until the time they punch out. Time shall be considered continuous for purposes of premium pay if assigned to back-to-back repair activities irrespective of site change during the regular working shift.~~

~~(3) It is understood between the parties to this agreement that the twenty-five (25) cent per hour premium referred to in item #1 and #3 above is specifically reserved to employees of the Water Department. It is further understood that below ground work is to be defined as excavation to a depth equal to the depth of the water main or to the service box connected to the water main.~~

Appendix A – Pay Plan

	Wage Increase	Lump Sum
July 1, 2016	2.25 %	-
July 1, 2017	2.25 %	-
July 1, 2018	2.25 %	-
July 1, 2019	2.0 %	\$150
July 1, 2020	2.0 %	\$150

Contract Length
5 years

FOR THE UNION:

FOR THE CITY:

Date: _____

Date: _____