

LABOR AGREEMENT
BETWEEN THE MARQUETTE CITY COMMISSION
AND
THE MARQUETTE CITY HALL EMPLOYEES
CITY HALL CHAPTER
LOCAL #1852, MICHIGAN COUNCIL - 25,
A.F.S.C.M.E., AFL-CIO
JULY 1ST, 2008 - JUNE 30TH, 2012

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PREAMBLE

This Agreement made and entered into on this 1st day of July, 2008, by and between the Marquette City Commission, hereinafter referred to as the "Employer", and the City Hall Employee's Chapter of Local #1852, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the "Union".

- A. Wherever herein reference is made to the male pronoun (he, him, his, etc.), it is intended and it should be deemed to include reference to the equivalent female pronoun (she, hers, etc.).
- B. Wherever herein reference is made to a physician it shall mean "health care provider" as defined by the U.S. Department of Labor in 29 CFR 825.118.

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. It is further the purpose and intent of the Agreement to promote the general efficiency of the City Departments and to provide courteous, prompt, efficient services to the citizens of Marquette. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE #1 COLLECTIVE BARGAINING UNIT RECOGNITION

The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, and by Act No. 379, Public Acts of 1965, and the employees in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment:

- A. All full time, non-probationary employees in the classifications set forth in Article 38 of this Agreement.
- B. The term "employee" when used in this Agreement shall refer to and include only those employees who are included in the collective bargaining agreement.
- C. The Union acknowledges that its recognition by the Employer is limited to the exclusive representation of the employees employed in the collective bargaining unit.

ARTICLE #2 MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Marquette Code and any modifications made thereto, and any resolution passed by City elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, 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 subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of work force and increase or decrease its size;
- F. To hire, assign, and lay off employees, to reduce the work week or the work day;
- G. To permit municipal employees, not included in a bargaining unit, to perform bargaining unit work only in the case of emergency;
- H. To direct the work force, assign work and determine the number of employees assigned to operations;
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- J. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- K. To establish work schedules;
- L. To discipline and discharge employees for cause;
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. To transfer, promote and demote employees with proper justification;
- O. To assess the qualifications and competency of employees to perform available work;

The parties agree that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the City.

ARTICLE #3

AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE #4

AGENCY SHOP / UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) calendar days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) calendar day following the beginning of their employment in the unit.

ARTICLE #5

DUES CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union voluntary amounts, membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the union that the said form shall be executed by the employee. The written authorization for Union dues and Union voluntary amount deductions shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary - Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.

ARTICLE #6 **REPRESENTATION FEE CHECK-OFF**

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the representation fee as provided in a written authorization in accordance with the standard form provided by the union that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such representation fee will be determined as set forth by the Dues - Check Off Article.
- C. The Employer agrees to provide this service without charge to the Union.

ARTICLE #7 **DUES AND FEES / REMITTANCE OF**

- A. **WHEN DEDUCTIONS BEGIN:** Payroll deductions authorized by a properly executed written authorization form shall be effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month 30 calendar days following their date of hire and each month thereafter, until separation of employment.
- B. **REMITTANCE OF DUES AND FEES:** Deductions for any calendar month shall be remitted to the designated officer of Michigan Council #25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all dues-paying employees within ten (10) working days following the date on which they were deducted.
- C. The Employer will also provide the designated Council officer with the names and addresses of employees who have retired or terminated, and with an alphabetical listing of new hires added since the previous month's remittance of dues.

ARTICLE #8 **UNION REPRESENTATION**

- A. **Stewards, Alternate Stewards and Chapter Chairperson.** The employees covered by this Agreement will be represented by stewards and alternate stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments.

City Hall	1 Steward, 1 Alternate
Municipal Service Center / Arena	1 Steward, 1 Alternate
- B. The Employer will be notified in writing of the names of the stewards and alternate stewards following an election. Alternate stewards would serve only in the absence of a regular steward.
- C. Either stewards or the Chapter Chairperson (but not both) may investigate and present grievances to the Employer in accordance with this agreement. If grievance representation is carried on during normal working hours, the stewards or Chapter Chairperson (as applicable) shall not suffer loss of pay. The Chapter Chair or Stewards will notify their supervisor prior to any time spent away from their work to investigate or

present grievance. It is understood and agreed that there are certain emergency circumstances that arise in which the steward or employee may not be able to be released; during these times, the steward will be given reasons why the affected employee (s) cannot be released and an alternate time will be scheduled at a mutually agreeable time. If time cannot be scheduled prior to the end of the shift, time deadlines for grievances shall be extended in writing for a period of one (1) work day.

- D. Employees covered by this Agreement will be represented in negotiations by no more than six (6) negotiating committee members including the Staff Representative.
- E. In the event negotiations are carried on during normal working hours, the negotiating team shall not suffer loss of pay.

ARTICLE #9

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between representatives of the Union and representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at the hours mutually agreed to by the parties. The members of the Union shall not lose time or pay for time spent in such special conferences provided that the special conference is held during the Union members' scheduled work period. The area staff representative may attend such special conferences.

ARTICLE #10

GRIEVANCE PROCEDURE

- A. "Grievance" means any dispute regarding the meaning / interpretation or alleged violation of the terms and provisions of the Agreement, as written. However, any party to this agreement may meet informally with the employer to discuss any work-related matters prior to the initiation of a grievance.
 - 1. In order to be a proper matter for grievance procedure, the grievance must be presented within ten (10) working days of the employee's or the Union's knowledge of its occurrence.
 - 2. The Employer will answer, in writing, any written grievance presented to it by the Union.
 - 3. There shall be one original grievance which will be passed on from step to step in the grievance process; however, copies may be made at the various steps. The initiating party is responsible for retaining the original grievance form with any attachments until the grievance is resolved or arbitrated. The original will then be filed in the Human Resources Department.
 - 4. For the purpose of this Article, holidays, sick leave, vacation, personal time, funeral leave, and benefit time will be excluded from all time limits.

5. It is recognized that the employee may at his discretion choose to be represented by the Steward or Chapter Chairperson at step 1 of the grievance process.
6. Grievances involving suspension or discharge shall commence at step 2 in accordance with the discharge and suspension article.
7. All grievances shall be delivered in person at each step of the grievance process and the date of receipt shall be noted in writing on the grievance form.

GRIEVANCE STEPS

STEP 1 - IMMEDIATE SUPERVISOR / DEPARTMENT HEAD

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

- a. If an employee feels he has a grievance, he shall discuss the grievance with the immediate supervisor, with the steward present.
- b. If unresolved, the employee shall present a grievance document and discuss the grievance with the Department Head, with the steward present. The Department Head shall give his answer in writing to the steward and employee within five (5) working days of the discussion.

STEP 2 - HUMAN RESOURCES DIRECTOR

- a. If the grievance remains unsettled, it shall be presented by the Chapter Chairperson in writing to the Human Resources Director within five (5) working days after the response of Step 1 is due. If requested, by either party, a meeting may be called to discuss the grievance at this step in an attempt to resolve the grievance.

The Human Resources Director shall respond in writing to the Chapter Chairperson and employee within five (5) working days from the date of receipt or from the date of the meeting, if one is held. If the grievance concerns a policy set by the City Commission or the City Manager, this step of the grievance procedure may be omitted.

STEP 3 - CITY MANAGER

- a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall present the grievance to the City Manager, within ten (10) working days of the signed response from the Human Resources Director for the purpose of attempting to resolve the grievance. A meeting between the parties involved will take place within ten (10) working days of the City Manager's or his designated representative's receipt of the grievance. The City Manager shall respond in writing to the Chapter Chair Person within ten (10) working days of the meeting. The Union Staff Representative will attend this meeting if requested by either party.

STEP 4 - ARBITRATION

- a. If the answer of the City Manager is still not satisfactory to the Union, the Union shall have the right to proceed to have the matter arbitrated by filing a written request for same with the American Arbitration Association in accordance with A.A.A. rules and

procedures. This request must be submitted to A.A.A. within thirty 30 working days of receipt of written response from the City Manager.

- b. There shall be no appeal from an arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud, in which case, either party shall have the right to appeal to a court of proper jurisdiction. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement.
- c. The award of the arbitrator shall be binding on the Union, its members and the Employer and the Employer's agents.
- d. The expenses for the arbitrator shall be the sole responsibility of the unsuccessful party to the arbitration. In the event of a split award by the arbitrator the parties will equally share the expenses of the arbitrator. Each party shall be liable for any expenses incurred on its own behalf.
- e. If either party misses any of the time deadlines as set forth in any of the above steps (unless such time limits are waived in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

ARTICLE #11

DISCHARGE AND SUSPENSION

- A. Notice of Discharge and Suspension: The Employer agrees, promptly upon the discharge or suspension of any employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward. Upon request, the employer or his designated representative will discuss the discharge or suspension with the employee and the steward.
- C. Appeal of Discharge or Suspension: Should the discharged or suspended employee and / or the steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, it shall be subject to the Director of Human Resources step of the grievance procedure.
- D. Use of Past Record: In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously or two (2) years from the time the infraction was brought to the attention of the employer.
- E. The Employer agrees that the generally accepted concept of progressive discipline will be utilized when disciplining employees, depending on the severity of the offense.

ARTICLE #12

PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered a probationary employee for the first 180 calendar days of their employment, provided however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to sickness or other reasons.

Probationary employees may be terminated by the employer at any time and shall not have recourse to the grievance and arbitration procedure when separated. Management shall employ whatever methods are deemed appropriate to evaluate a probationary employee's performance.

- B. An extension of the probationary period for a period not to exceed two months, may be added to the original 180 days limit, provided, such extension is necessary to evaluate the employee's performance, and is mutually agreed to, in writing, by the Union and by Management. Job performance and extenuating circumstances shall be grounds for such extension.

ARTICLE #13

SENIORITY

- A. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority as of date of hire or transfer into the bargaining unit. There shall be no seniority among probationary employees.
- B. Whenever an employee transfers or is promoted to another department, he shall carry all accrued seniority with him for the purpose of computing all benefits and privileges not restricted by the terms of this Agreement.
- C. Seniority shall be on a chapter-wide basis in accordance with the employee's last date of hire.
- D. Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.

SENIORITY OF OFFICERS AND STEWARDS:

The Chapter Chairperson and the Stewards, in that order shall head the seniority list of the unit during their term of office, for the purpose of layoff only, provided said employees are part of the grievance procedure. However, in no event, shall this advantage allow such committee members to occupy positions for which they are not qualified.

SENIORITY LISTS:

- A. The seniority list on the date of this Agreement shall show the date of hire, name, and job titles of all employees of the unit entitled to seniority.
- B. The Employer will keep a seniority list, and will provide each Chapter Chairperson with up-to-date copies once a year on July 1st. The Employer will make the list available to the Chapter Chairperson upon request for periodic checks.

LOSS OF SENIORITY:

An employee shall lose seniority for any of the following:

- A. Resigns or retires;
- B. Is discharged and the discharge is not reversed by the grievance procedure;
- C. Is absent for three (3) consecutive working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section shall not be construed as limiting the Employer's right to discipline for any unjustified absence;
- D. Fails to return to work without a satisfactory reason at a specified date following the termination of any leave of absence. Sick leave, Benefit Time and vacation shall be considered leaves of absence.
- E. Fails to return to work without a satisfactory reason when recalled from layoff as set forth in the recall procedure.
- F. Is unable to return to work from a Workers' Compensation qualifying injury/illness within twelve (12) consecutive months from the qualifying event.

TRANSFERS:

If an employee transfers to a position within a different chapter in Local 1852, and thereafter transfers back to a position within his original chapter, he shall have accumulated seniority while working in the position to which he transferred.

ARTICLE # 14

JOB ELIMINATION

- A. Job elimination is defined as the discontinuance of a job classification.
- B. Management will identify the proposed position to be eliminated and will meet with the union representatives at least thirty (30) calendar days prior to the elimination. At such meeting the Employer shall submit a list of employees scheduled for elimination, their names, seniority, job titles and job descriptions.
- C. Employees affected by the elimination shall have the opportunity to bump an employee with less seniority as set forth in Article 15, Layoff and Recall Procedure.
- D. No bargaining unit work which has been eliminated will be performed by bargaining unit part-time, non-bargaining personnel, or subcontractors.
- E. Through the process of an elimination, if an employee bumps into a lower paying classification, said employee shall retain the higher hourly rate. Increases in the hourly rate shall be withheld until the hourly rate equates with the remaining employees within the classification.

ARTICLE #15

LAYOFF AND RECALL PROCEDURE

LAYOFF PROCEDURE:

- A. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least thirty (30) calendar days prior to the effective date of layoff. At such meeting the Employer shall identify the affected classification and submit a list of the number of employees scheduled for layoff, their names, seniority, and classifications. If the results of such meeting are not conclusive, the matter shall become a proper subject for the grievance procedure.
- B. When a layoff takes place within the bargaining unit probationary, temporary and part-time employees within the affected classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least senior employees within the classification being laid off first, provided the remaining employees possess the ability and qualifications to perform the available work.
- C. Employees to be laid off will receive at least thirty (30) calendar days' advance notice of the layoff. During a layoff, there shall be no scheduled overtime within the affected classification or department; provided, however, the Employer may assign such overtime in last-minute times of need (e.g., work coverage for suddenly ill employee).
- D. Employees affected by the layoff have the opportunity to bump an employee with less seniority. Bumping within the bargaining unit shall be allowed, provided the employee so bumping has the ability and qualifications to perform the work of a less senior employee. The employee will meet the minimum qualifications within 120 calendar days.
- E. If an employee bumps into a lower paying classification, the employee shall retain the higher hourly rate. No increases in the hourly rate shall be made until it equates with the hourly rate of the other employees in the classification.
- F. All unused leave time will be paid out to the employee at the time of layoff.

RECALL PROCEDURE:

- A. When the work force is increased after a layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first, provided that the most senior employee possesses the ability and qualifications to perform the work for which the recall is occurring.
- B. Notice of recall shall be sent to the employee at his last known address by certified mail, and a copy of the notice given to the Chapter Chairperson. If an employee fails to report for work within ten (10) calendar days from the date of receipt of notice of recall, he shall be considered to have quit.
- C. Notice of job posting shall be sent to all employees on layoff by registered or certified

mail at his address of record with Human Resources. Said job posting shall be sent concurrent to posting in accordance with provisions of the Job Posting and Bidding Procedures.

ARTICLE #16 **POSTING AND BIDDING PROCEDURES**

A. All vacancies and/or newly created positions within the bargaining unit shall be posted within fourteen (14) calendar days from the date the position becomes vacant. Nothing herein shall be construed in any way which will detract from the right of management to determine when a vacancy exists within any department. The employer agrees that whenever a determination is made that a vacancy does not exist, or a consolidation of positions will occur, the Union will be so notified at a special conference which shall be scheduled within fourteen (14) days of said determination.

All vacancies will be posted in Human Resources located in City Hall for a period of five (5) working days, setting forth the minimum requirements for the position. Employees interested shall apply by completing the appropriate form in Human Resources.

In addition, a copy of the posting shall be simultaneously sent to all departments and employees, whether on sick leave, vacation, personal or benefit time, to notify them of the vacancy and/or newly created position. Employees outside of the bargaining unit may also indicate an interest in the position at that time by completing the appropriate form in Human Resources.

The vacancy or newly created position shall be awarded to the successful applicant within fourteen (14) calendar days after the expiration date of the posting period. In the event management cannot comply with the time limits, reasons will be given to the Union at a special conference. Said inability to comply must be reasonable and for good cause.

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of ability, qualifications, and any applicable testing, with seniority used as the deciding factor between two equally qualified employees. The senior employee applying for the position who meets the minimum requirements shall be granted a one hundred and fifty (150) calendar day trial period to determine his ability to perform the job.

B. In the event the an employee is denied the job, reasons for denial shall be given, in writing, to his steward, and the employee, within ten (10) working days. In the event the senior employee disagrees with the reasons for denial, it shall be proper subject for the grievance procedure.

C. During the 150 calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted, to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

D. During the trial period, employees will receive the rate of pay of the position classification they are performing.

ARTICLE # 17 -LEAVES OF ABSENCE

A. GENERAL PROVISIONS

1. Employees shall accrue seniority while on an approved leave of absence granted by the provisions of this agreement. Employees on an approved leave of absence shall be returned to the position they held at the time the leave of absence commenced, or to a position to which their seniority entitles them.
2. Employees may not take time off from work which is not authorized by the terms of this agreement, except by mutual agreement of the parties involved.

B. MILITARY LEAVE:

1. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.
2. Active duty that extends beyond the two (2) week per year provision will be subject to the Military Leave Act as provided in the City of Marquette Human Resource policy.

C. UNION BUSINESS:

1. Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the union. Employees electing this option must substitute accrued leave time off hours and compensatory time at the beginning of the leave for the normal number of hours they work per week until the accrued leave time is exhausted. Once accrued leave time is exhausted, all benefits will be suspended in accordance with the City's "Policy for Leaves of Absence Without Pay."
2. No more than five (5) members of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time; provided, however, the Employer may limit the number of Union members attending from any one department, so long as the Employer gives special consideration to Union members attending Union officer training. A maximum of fifteen (15) days shall be allowed per fiscal year for such leave. Selected members shall be allowed time off without loss of time or pay to attend. The Employer will pay registration fees only for up to five (5) members of the Union to attend one U.P. Labor Management Council conference per year, subject to the limitations of this Article 17.C.2.

D. FAMILY MEDICAL LEAVE ACT (FMLA):

The City shall comply with the provisions of the Family Medical Leave Act, the City's FMLA Policy and the National Defense Authorization Act of 2008. In addition, the following provisions shall apply:

SUBSTITUTIONS OF PAID LEAVE FOR FMLA LEAVE:

All unused accrued leave time with the exception of 240 hours of accrued leave time must be substituted for all FMLA leave taken by an employee for his or her own serious health

conditions. The remaining 240 hours of accrued leave time may, at the employee's option, be substituted for FMLA leave.

E. UNPAID LEAVES OF ABSENCE

Upon exhaustion of the twelve weeks allowed under the Family Medical Leave Act, a request for an unpaid leave for up to an additional nine months for the following two reasons may be made. No reasonable request will be denied.

1. Employee's serious health condition.
2. For the need to care for a child, spouse or parent (but not parent-in-law) of the employee who has a serious health condition.

Once an employee is on an unpaid leave of absence beyond the twelve weeks allowed under the Family Medical Leave Act the following conditions shall apply.

1. Employees will have to pay the premiums for their health / dental / vision / prescription drug and life insurance after twelve (12) weeks.
2. For leaves for the need to care for a child, spouse or parent (but not parent-in-law), the employee must use all accrued leave time off or compensatory time upon the completion of the initial twelve (12) week leave.
3. For leaves for the employee's serious condition, the employee must use any remaining leave time off or compensatory time upon the completion of the initial twelve (12) week leave.

Once an employee exhausts all accrued leave time (as appropriate) and is no longer receiving a paycheck from the City, the employee will not accrue leave time off hours, pension service credit, or holiday pay while on leave of absence.

ARTICLE #18

BULLETIN BOARDS

The Employer will provide bulletin board space in the following areas: City Hall, Arena, and the Municipal Service Center. The bulletin board space may be used by the Union for posting notices pertaining to Union business.

ARTICLE #19

TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation or absent because of illness, injury, union business leave, educational leave etc., may be filled by a bargaining unit employee. In the event the Employer selects a bargaining unit employee for a temporary assignment, the selection will be made on the basis of ability and qualifications, with seniority used as the deciding factor between two equally qualified employees. The temporary assignment will pay the rate of the higher classification for all hours worked while filling such vacancy.

ARTICLE #20

PART-TIME / TEMPORARY EMPLOYEES

REGULAR PART-TIME EMPLOYEES

Employees in this category are those employees who normally work less than thirty-five (35) hours per work week and less than seven (7) hours per day. The stipulated time period will be unlimited in nature. Regular part-time employees shall not be eligible for any of the benefits contained in this Agreement and shall not accrue seniority. Regular part-time employees shall

not be utilized to eliminate current bargaining unit positions or to avoid the creation of future bargaining unit positions, or to circumvent the provisions of the Job Posting and Bidding Procedure article of this Agreement. The Union may call for a special conference to address any perceived misuse of such provisions by the Employer.

TEMPORARY EMPLOYEES

Temporary employees are those employees who work in the absence of regular bargaining unit members who are off duty due to vacation, illness or leave of absence as provided by this Agreement, or due to emergency situations. Temporary employees shall not be eligible for any of the benefits contained in this Agreement and shall not accrue seniority. Employees hired under a government subsidized program will be treated as temporary employee. Temporary employees are employed for a fixed period of time not to exceed 12 consecutive months.

ARTICLE #21 **WORK PERFORMED BY NON-BARGAINING
UNIT PERSONNEL
CONTRACTING / SUB CONTRACTING OF WORK**

Non-bargaining unit employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction of training of employees, including demonstrating the proper method to accomplish the task assigned.

- A. During the term of this Agreement, the Employer shall not contract or sub-contract out any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit, except as provided by "B" or "C" below. These provisions shall not circumvent the Job Posting and Bidding article of this Agreement.
- B. The City may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules, introduction of new technology and associated equipment, or in case of emergency.
- C. During periods of layoff, prior to contracting or sub-contracting any positions within the bargaining unit, the union will be notified and it may become the subject of a special conference between the parties.
- D. Any entity leasing City facilities may use its own employees to supervise and perform routine cleaning as specified in the entity's lease.

ARTICLE #22 **JURY DUTY**

An employee who reports for jury duty or is subpoenaed as a witness in a case in which the employee is not a party or participant will be paid his regularly scheduled pay for jury duty or such subpoena time. Employees serving on jury duty or due to such subpoena will turn the check from the court system over to the city and will not suffer a reduction in pay as the result of time spent at jury duty or under such subpoena. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the courts.

ARTICLE #23

SAFETY COMMITTEE

A city-wide safety committee shall be established. Representation on the committee shall consist of the following members: one representative from each of the five bargaining units in the City, an administrative representative from the Parks and Recreation Dept., Water / Wastewater Treatment Plant, Director of Public Works, and the Human Resources Manager. The purpose of the Safety Committee is to make recommendations with regard to safe working conditions and habits.

Safety recommendations approved by a simple majority of the committee shall be submitted to the City Manager for review and implementation. If the recommendation is not implemented for good cause, the issue shall become the subject of a special conference. If the issue is not resolved by a special conference, it may be processed through the grievance procedure or the Michigan Department of Labor / M.I.O.S.H.A.

All employees are required to obey published safety rules while on duty and at all work sites. Failure to obey such rules may be reason for disciplinary action.

ARTICLE #24

WORKING HOURS

- A. The normal work week shall consist of eight (8) hours per day, 40 hours per week, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. The working hours may be scheduled by the Employer in accordance with department operational and job requirements and to provide optimum service to the public or to the department's "customers." Flexible 8-hour schedules will be developed only for those Employees who must work a non-standard work week due to the requirements of the job.
- B. Departments will stagger lunch hours subject to supervisor approval to allow all offices to remain open to the public during normal working hours.

LUNCH PERIOD / BREAKS

Employees shall be allowed 60 minutes off for lunch. Employees may take a 15 minute break in the a.m. and a 15 minute break in the p.m.

ARTICLE #25

**TIME AND ONE-HALF
COMPENSATORY TIME**

GENERAL PROVISIONS:

In order to be compensated for time and one half, or compensatory time, it must be pre-approved by your department head or an immediate supervisor before working the time. Department-specific policies shall be developed to address what constitutes standing approval for overtime.

Upon completion of overtime, said over time must be documented on the appropriate form. If you are electing compensatory time, it will be added to your bank. If pay is elected, it will be paid on the pay period in which the work was completed. Employees are encouraged to take compensatory time for all time and one-half hours.

TIME AND ONE HALF: Time and one-half will be paid as follows:

- 1. For all hours over 8 in one day.

2. For Saturdays and Sundays. This shall apply only to employees whose work week is Monday through Friday.
3. For all hours over 40 hours in a week.

An employee called back for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

COMPENSATORY TIME:

Employees may take compensatory time off in lieu of overtime pay. Compensatory hours shall be one and a half times the actual hours of overtime worked. The maximum number of hours an employee may use for compensatory time off in any calendar year is one hundred eleven (111) hours (74 hours of overtime).

Compensatory time shall not be carried over from calendar year to calendar year. In the event the employer is unable to grant compensatory time off at the request of the employee, the employee shall retain the option of receiving compensation in the form of pay or selecting other dates within the calendar year.

ARTICLE #26

WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees to pay for work related injuries without charging sick leave for twenty (20) working days (based on 80 hours per pay period).

At no time shall the employee receive more compensation than his regular rate of pay.

Employees having sustained a work related injury shall be allowed four (4) follow-up visits to the treating physician without loss of pay.

ARTICLE #27

BENEFIT TIME

A. GENERAL PROVISIONS

1. All employees hired after February 18, 2005, and employees who converted to benefit time during prior conversion windows, will accrue benefit time as paid time-off from work in lieu of vacation, sick days, personal days and funeral leave.
2. A maximum of 1,100 benefit hours may be accumulated by employees as of July 1 of each year, any hours over 1,100 benefit hours will be forfeited at that time.
3. Employees will be awarded benefit time, accrued per pay period, according to the Annual Employee Benefit Time Schedule.

Annual Employee Benefit Time Schedule

Years of Service	Benefit Days
0-5 years	20 days / 160 hours
6 years	21 days / 168 hours
7 years	22 days / 176 hours

8 years	23 days / 184 hours
9 years	24 days / 192 hours
10 years	25 days / 200 hours
11 years	26 days / 208 hours
12 years	27 days / 216 hours
13 years	28 days / 224 hours
14 years	29 days / 232 hours
15 years	30 days / 240 hours
16 years	31 days / 248 hours
17 years	32 days / 256 hours
18 years	33 days / 264 hours
19 years	34 days / 272 hours
20-30 years	35 days / 280 hours

4. Employees will have the annual option to be paid for accumulated benefit time not to exceed five percent (5%), in one percent (1%) increments, of their base pay [(2080 hours x hourly rate) x .05], provided they maintain a minimum of 240 benefit hours. To exercise this option, the employee must submit a request to the Human Resource Director by the end of the calendar year (12/31) to be implemented by the following July 1st. Once submitted, the employee will not be able to increase the request to a higher percentage for the said year.

B. SCHEDULING BENEFIT TIME

Except by mutual agreement the following is required:

<u>Duration of Leave</u>	<u>Employee Request</u>	<u>Employer Determination</u>
Less than 5 days	2 working days	1 working day
5 days or More	10 working days	3 working days

1. Request of benefit time shall be made to the designated supervisor, and in their absence request shall be made to the Department Head.
2. Scheduling of benefit time will be dependent upon the operations and staffing needs of the department and available benefit time accrual. Approvals will not be unreasonably denied.
3. Between October 1 and October 15 of each year, employees shall make their benefit time preference known to their immediate supervisor for the period of January 1 through December 31.
4. Scheduling for benefit time shall be accomplished and posted by December 1 and if at that time requests cause a conflict in scheduling, the employee with the highest seniority within the Department shall be granted preference of benefit time.

C. UNSCHEDULED BENEFIT TIME

1. An occurrence is any unscheduled benefit time which is not mutually agreed upon by the employer.
2. Unscheduled utilization of benefit time including consecutive days off without prior authorization will be considered one occurrence.
3. In the event an employee has six (6) occurrences in any twelve month period, the employer may notify the employee and the union, in writing, that it suspects possible abuse of benefit time and may thereafter require a physician certificate regarding the employee's future claims of unscheduled utilization of benefit time.
4. An employee may be required to furnish physician's return to work certificate or other documentation, verifying the need for absence, whenever three (3) or more consecutive unscheduled benefit days are claimed. Reasons for the required documentation will be explained to the employee at the time of notification of the requirement and will be documented in writing thereafter. Employees failing to provide the required verification may not be permitted to return to work, be entitled to receive paid benefit time for such an occurrence and/or may be subject to disciplinary action.
5. Normally, notification for utilization of benefit time for illness, injury or emergency shall be provided prior to the start of each and every scheduled shift, so as to enable the employer to adequately schedule the workforce. For notification purposes contact will be made to the immediate Supervisor or designee and in their absence notification shall be made to the Department Head.

- D. PAYMENT UPON SEPARATION: Upon separation of employment, all accumulated benefit time will be paid to the employee (or the employee's personal estate in the event of the employee's death). Payment will be made at the employee's hourly rate at the time of separation.

ARTICLE #28

SICK LEAVE

- A. APPLICABILITY The provisions of this Article 28 apply to all employees who are not on the benefit time system set forth in Article 27, above.
- B. ACCRUAL: All employees covered by this Agreement shall accrue 3.6924 hours per pay period, beginning on the first day of employment, equivalent to one (1) sick leave day per month, not to exceed twelve (12) days per year.
- C. NOTIFICATION: Prior notification for a request(s) to use sick leave, shall be provided prior at the start of each and every scheduled shift, so as to enable the employer to adequately schedule the workforce. For notification purposes, contact will be made to the immediate Supervisor or designee and in their absence notification shall be made to the Department Head.

- D. SICK LEAVE ABUSE: The employer may at any time notify the employee and the union in writing that it suspects possible abuse of sick leave benefits by an employee, and may thereafter require a physician's certificate regarding the employee's inability to work due to illness.

The employer shall provide the employee with necessary justification, including the employee's sick leave record, if abuse is alleged. Should the union feel that the employer is being unreasonable in making such a determination, a special conference can be requested and if the matter is not resolved, it may be submitted directly to step 2 of the grievance procedure.

- E. RETURN TO WORK CERTIFICATE: An employee may be required to furnish a physician's return to work certificate whenever five (5) or more consecutive sick leave days are claimed. Employees failing to provide the required physician certificate shall not be permitted to return to work, be entitled to paid sick leave, or use of other benefit time such as vacation, sick, comp, or personal time, and said days shall constitute an unexcused absence.
- F. ILLNESS OF DEPENDENTS: Employees may use 3 days of sick leave per anniversary year for the illness of a dependent child, spouse or member of the employees' household.
- G. PAYMENT UPON TERMINATION: Employees shall accumulate an unlimited amount of sick leave during the course of employment to the date of retirement, death, or voluntary separation. Payment upon retirement, or voluntary separation from employment for employees with a least ten (10) years of service, payment will be made for one-half (½) of the maximum accrual of 1,800 Hrs. accumulated sick leave.
- H. In the case of the death of an employee, while still employed, a final payment of benefits, including 100% of accumulated sick leave, will be made to the employee's personal estate.

Payment will be made at the employee's hourly rate at the time of separation.

The employees agree to participate in a City wide committee that will be formed to review sick leave accumulations and recommend a proposal(s) to convert excess sick leave amounts.

ARTICLE #29

FUNERAL LEAVE

- A. APPLICABILITY The provisions of this Article 29 apply to all employees who are not on the benefit time system set forth in Article 27, above.
- B. An employee shall be allowed up to three (3) working days within three (3) days of the date of the funeral with pay as funeral leave, to attend the funeral or make funeral arrangements for a death in the immediate family.

Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, nieces, nephews, grandchildren, aunts, uncles, or a member of the Employee's household.

- C. An additional three days of vacation, personal days, or accumulated compensatory time may be used for attending the funeral of any of the above named relatives.
- D. Any employee selected to be a pallbearer for a deceased Employee will be allowed one-half (½) day funeral leave with pay. The Chapter Chairperson, or his representative, shall be allowed one-half (½) day funeral leave with pay in the event of the death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.
- E. Upon return from a funeral leave, employees shall be required to provide the name, relationship and location of the individual for whom funeral leave was requested.

ARTICLE #30

HOLIDAYS

A. Paid holidays are designated as:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
New Years Day		01/01/09	01/01/10	01/03/11	01/02/12
Presidents Day		02/16/09	02/15/10	02/21/11	02/20/12
Good Friday		04/10/09	04/02/10	04/22/11	04/06/12
Memorial Day		05/25/09	05/31/10	05/30/11	05/28/12
Fourth of July	07/04/08	07/03/09	07/05/10	07/04/11	
Labor Day	09/01/08	09/07/09	09/06/10	09/05/11	
Thanksgiving Day	11/27/08	11/26/09	11/25/10	11/24/11	
Day After Thanksgiving	11/28/08	11/27/09	11/26/10	11/25/11	
Christmas Eve Day	12/24/08	12/24/09	12/24/10	12/23/11	
Christmas Day	12/25/08	12/25/09	12/27/10	12/26/11	
New Years Eve Day	12/31/08	12/31/09	12/31/10	12/30/11	

- B. Employees will be paid their current rate based on their regular scheduled work day for said holidays.
- C. Should a holiday fall on Saturday, Friday shall be considered as the holiday.
- D. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- E. If a holiday falls on a Monday and is preceded by a Sunday which is also a holiday, the previous Friday shall be considered as the holiday for the Sunday Holiday.
- F. If a holiday falls on a Saturday which is preceded by a Friday which is also a holiday, the following Monday shall be considered as the holiday for the Saturday holiday.

G. Employees will be paid for holidays during their probationary period.

ARTICLE #31

PERSONAL TIME

- A. **APPLICABILITY** The provisions of this Article 31 apply to all employees who are not on the benefit time system set forth in Article 27, above.
- B. All employees shall be entitled to forty (40) hours of personal time which shall be awarded based upon their anniversary date. Personal time must be used during the anniversary year, may not be converted to pay, or carried over. Normally personal time must be approved at least twenty four (24) hours in advance of its use, except in cases of emergency or unusual circumstances. In the event such circumstances are claimed the employee may be required to provide details necessitating such use of time off.

ARTICLE #32

VACATION PERIOD

- A. **APPLICABILITY** The provisions of this Article 32 apply to all employees who are not on the benefit time system set forth in Article 27, above.
- B. **SCHEDULING VACATION TIME**
Except by mutual agreement the following is required:

<u>Duration of Leave</u>	<u>Employee Request</u>	<u>Employer Determination</u>
Less than 5 days	2 working days	1 working day
5 days or More	10 working days	3 working days

- 1. Request of vacation time shall be made to the designated supervisor, and in their absence request shall be made to the Department Head.
- 2. Scheduling of vacation time will be dependent upon the operations and staffing needs of the department and available vacation time accrual. Approvals will not be unreasonably denied.
- 3. Between October 1 and October 15 of each year, employees shall make their vacation time preference known to their immediate supervisor for the period of January 1 through December 31. Scheduling for vacation time shall be accomplished and posted by December 1 and if at that time requests cause a conflict in scheduling, the employee with the highest seniority within the Department shall be granted preference of vacation time.
- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during their Vacation, sick leave may be taken with documentation in writing by the physician to the City.
- E. All full- time employees who are members of the Bargaining Unit will accrue vacation with pay beginning on the first day of employment in accordance with the following

schedule:

(Accruals will be made on a per pay period basis.)

<u>YEARS OF SERVICE</u>	<u># DAYS</u>	<u>HRS. PER PAY PERIOD</u>
1	5	1.5385
2 Through 5	10	3.0770
6	11	3.3846
7	12	3.6923
8	13	4.0000
9	14	4.3077
10 Through 13	16	4.9231
14 Through 17	19	5.8462
18 Through 20	22	6.7692

One (1) additional day of vacation (8 hours / .3077 hours per pay period) for each year of service from 21 to 30 years with a maximum vacation of 30 days in an anniversary year.

- F. A maximum of 400 hours may be accrued in an employee's vacation bank as of June 30 each year of this contract.
- G. Accrued vacation time may be used upon the completion of the Employee's probationary period.
- H. If an employee is laid off or retired, or severs his employment, he will be paid for any unused vacation balance to date of layoff, retirement, or resignation.
- I. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE #33

DIRECT DEPOSIT

All employees are required to utilize direct deposit for payroll purposes.

ARTICLE #34 HEALTH / DENTAL / VISION / PRESCRIPTION DRUG COVERAGE

A. Coverage

1. Plan Year July 1, 2008 through June 30, 2009:

a. Effective July 1, 2008 until implementation of the "Core Plan" insurance coverage set forth in Article 34.A.2. below, the Employer will pay the full premiums at the rates effective July 1, 2008, for health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage for each Eligible Employee and their eligible dependents, at the benefit levels comparable to those in existence prior to the signing of this Agreement.

b. Upon implementation of the "Core Plan" insurance coverage set forth in Article 34.A.2. below by May 1, 2009, each employee will receive a cash bonus of \$1,000.00.

2. Plan Years July 1, 2009 through June 30, 2012:

Effective July 1, 2009 through June 30, 2012, the Employer will pay the full premiums, subject to the applicable Employee Premium Contribution set forth in Article 34.C. below, for health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage for

each Eligible Employee and their eligible dependents, at the benefit levels set forth in Appendix A. Such coverage shall be known as the Employer's "Core Plan".

3. The Employer reserves the right to offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure, so long as the new alternative or remaining coverage and benefit levels are substantially similar to those which they are replacing.

B. General Provisions

1. "Eligible Employees" for purposes of this Article 34 are regular full-time employees. Coverage will commence for Eligible Employees and their eligible dependents on the first of the month following the date of hire unless modified by letter of agreement. An employee remains an "Eligible Employee" in the event the employee is absent as a result of any injury or illness or while the employee is laid off for a maximum of a twelve-week period.

2. To receive insurance coverage, an Eligible Employee must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier(s) following notification of such change by the Employer (or the employee's eligibility date, if later).

3. Unless otherwise specified, "insurance coverage" for purposes of this Article 34 means health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer.

C. Employee Premium Contribution

1. The Employer will pay up to the following amounts toward insurance premiums each month for Core Plan coverage for Eligible Employees and their eligible dependents who participate in the insurance coverage offered by the Employer:

- a. From May 1, 2009 through June 30, 2009, the Employer agrees to pay up to:
\$465.27 Single; \$1046.87 Two Person; \$1302.74 Family.
- b. From July 1, 2009 through June 30, 2010, the Employer agrees to pay up to:
\$497.84 Single; \$1120.15 Two Person; \$1393.93 Family.
- c. From July 1, 2010 through June 30, 2011, the Employer agrees to pay up to:
\$532.69 Single; \$1198.56 Two Person; \$1491.51 Family.
- d. From July 1, 2011 through June 30, 2012, the Employer agrees to pay up to:
\$569.98 Single; \$1282.46 Two Person; \$1595.91 Family.

2. All premiums for insurance coverage in excess of the amounts stated in the above paragraphs C.1.a., b., c., and d., will be paid by the participating Eligible Employee by payroll deduction. The employee may elect to make such payment on pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer. Such an election must be made annually in compliance with the plan document.

D. Health Care Options Committee; "Buy-Up" and "Buy-Down" Plans; Health Reimbursement Arrangement

1. A Health Care Options Committee, consisting of one member of each bargaining unit in the City whose collective bargaining agreement contains this provision, shall be established to develop two additional, optional insurance coverage packages for the Employer to make available to Eligible Employees and their eligible dependents in each participating bargaining unit. Each package shall consist of health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer's existing carrier(s). One such package will be a "Buy-Up Plan" option, consisting of a coverage package with a greater level of benefits and higher premiums than the Core Plan. The other such package will be a "Buy-Down Plan" option, consisting of a coverage package with a lesser level of benefits and lower premiums than the Core Plan.

2. The Employer shall then adopt the "Buy-Up Plan" and "Buy-Down Plan" developed by the Health Care Options Committee, effective July 1, 2009 or, if later, the date on which the Committee completes its recommendation. The Employer shall offer the "Buy-Up Plan" and "Buy-Down Plan" in addition to the Core Plan as insurance coverage options to Eligible Employees in each bargaining unit. Each Eligible Employee shall make an annual election of coverage on a date established by the Employer, choosing either the "Buy-Up Plan", Core Plan, or "Buy-Down Plan". An Eligible Employee who fails to make a timely election will be covered by the Core Plan.

3. Eligible Employees who elect to participate in the "Buy-Up Plan" for insurance coverage will pay a portion of the premium(s) equal to the difference between the Core Plan monthly premium rates paid by the Employer (subject to the applicable Employee Premium Contribution set forth in Article 34.C, above) and the "Buy-Up Plan" monthly premium rates established by the insurance carrier(s). The employee's payment will be paid by payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer. Such an election must be made annually in compliance with the plan document.

4. For Eligible Employees who elect to participate in the "Buy-Down Plan" for insurance coverage, the Employer will establish a Health Reimbursement Arrangement ("HRA"). The Employer will monthly contribute to the HRA amounts equal to the difference between the Core Plan monthly premium rates paid by the Employer (subject to the applicable Employee Premium Contribution set forth in Article 34.C, above) and the "Buy-Down Plan" monthly premium rates established by the insurance carrier(s). The HRA funds shall be administered by a third-party administrator determined by the Employer. As governed by the HRA plan document, the HRA funds will be available for the employee to offset eligible health care expenses in accordance with IRS rules while the employee is employed by the Employer or upon retirement from employment with the Employer. Unused HRA funds may be rolled over from plan year to plan year. In the event an employee's employment is terminated in a manner other than retirement, any unused HRA funds will be forfeited. The costs associated with establishing the HRA shall be borne by the Employer; the ongoing administrative costs of the HRA shall be borne by the employee to be deducted from the Employer's HRA contributions during the employee's employment, and deducted from HRA funds during the employee's retirement.

E. Coverage Upon Retirement

The City will contribute \$200.00 of the premium cost per month for employees who retire under Municipal Employees Retirement System Rider F55/25 (age plus years of service) toward their health and hospitalization insurance and prescription drug coverage until the employee is eligible for a government subsidized program, Medicare/Medicaid. This payment of \$200.00 can be used for payment of premiums to other health insurance carriers if the City is supplied proof of the insurance premium payment by the retired employee.

F. Coverage Opt-Out

1. Employees who would be considered Eligible Employees but are covered by their spouse's insurance program may elect not to participate in Employer insurance coverage during the annual enrollment period. Cash in lieu of benefit payments shall be paid to employees who are eligible in the amount equal to 50% of the single subscriber premium rates for the Core Plan paid by the Employer in effect at the time of payment (subject to required state and federal taxes) beginning the 1st pay period after July 1 as stated in the Section 125 Plan document. Such cash in lieu of benefit payments will be made each pay period that the employee opts out of Employer insurance coverage and will be based upon the single subscriber premium rates for the Core Plan in effect at the time of payment.

2. Employees shall provide proof of insurance coverage to the Employer to justify the payments.

3. Employees opting out of Employer insurance coverage, will be budgeted for insurance coverage as if the employee had not opted out of the insurance coverage. Any cost savings associated with these additional opt outs will be dedicated to fund the Employer's unfunded accrued liability of benefit payouts for employees separating from employment. If the employee later revokes the waiver of coverage, reinstatement of coverage may be contingent upon such limitations and restrictions as the insurance carrier(s) may prescribe.

4. Employees who happen to be married to another City employee will receive \$450.00 per year. Said payments shall be made in accordance with the biweekly payroll or may be placed in a tax deferred annuity sponsored by the City and approved by the IRS.

Current employees receiving this payment shall continue to receive \$450.00 per year until such time as the employee either:

- A. Resigns, quits or retires.
- B. Opts into the City insurance in accordance with the insurance carrier(s)' policies.
- C. Opts out of the insurance to another employer or self pay policy. (In such case the employee would be eligible for the regular opt out as described in Article 34.F, above).

All new employees or other employees not currently receiving this benefit shall not be eligible for the \$450.00 per year payment.

G. Cafeteria Plan

The Employer offers a Section 125 cafeteria plan for each employee to participate in at their

option, which will include provisions for unreimbursed medical expenses and child care expenses.

ARTICLE #35 **LIFE INSURANCE COVERAGE**

- A. The Employer agrees to pay the full premium for life insurance plan for each employee, face value of \$30,000 while employed. Coverage for eligible employees will commence upon completion of the employee's original one-hundred eighty (180) day probationary period.

- B. Upon retirement or severance, the Employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE #36 **COMPUTATION OF BENEFITS**

All hours paid through the city payroll to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

NOTICES OF DEPOSIT: Notices of Deposit will be distributed before noon on the date of issue.

COMPUTATION OF BACK WAGES: No claim for back wages may exceed the amount of wages the employee would otherwise have earned.

ARTICLE #37 **LONG TERM DISABILITY INSURANCE**

The Employer agrees to continue to pay the full premium for long term disability insurance coverage for employees who received such coverage on or before the signing date of this Agreement. No employees hired on or after the signing date of this Agreement are eligible for Employer-paid long term disability insurance coverage; however, the employee may elect such coverage at the employee's expense.

The Employer-paid long term disability insurance coverage will be a 60% benefit formula to a maximum monthly benefit of \$4,000; term to age sixty-five (65); ninety (90) day elimination period; as specified in the Plan Document. The choice of insurance carrier(s) and contract(s) is at the Employer's discretion provided benefits remain comparable to those currently provided.

CLASSIFICATIONS & RATES

ARTICLE #38

July 1, 2008 *

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(2)	10.68	11.26	11.86	12.44	13.65
Cust Acct Clk/Cashier	(2)	11.84	12.52	13.19	13.86	15.22
Zoning/Code Enforcement Official	(1)					
Administrative Assistants	(3)	12.54	13.26	13.89	14.56	15.92
Recreation Services Exec. Asst.	(1)	12.86	13.64	14.41	15.10	16.62
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Human Resource Assistant I	(1)					
Help Desk Specialist	(1)					
Payroll Clerk	(1)	13.47	14.26	15.04	15.82	17.39
Network Specialist	(1)					
Engineering Aide / Inspector	(1)					
Social Work Coord.	(1)	14.06	14.88	15.71	16.52	18.17
Senior Services Center Coordinator	(1)					
Engineering Tech.	(0)	15.69	16.64	17.54	18.48	20.37
Level I Assessor	(1)					
Staff Accountant	(1)					
Eng. Tech. II/Civil Designer	(1)	16.95	18.02	19.07	20.13	22.26
Eng. Tech II/Senior Drafter	(1)					
Eng. Tech./GIS/CADD/Environmental	(1)					
Planning & Zoning Official	(1)	17.61	18.68	19.73	20.79	22.92
Eng. Tech. II/Surveyor	(1)					

* No wage increase 07/01/08

CLASSIFICATIONS & RATES

ARTICLE #38

January 1, 2009 - 2.5%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(2)	10.95	11.55	12.16	12.75	13.99
Cust Acct Clk/Cashier	(2)	12.13	12.83	13.52	14.20	15.60
Zoning/Code Enforcement Official	(1)					
Administrative Assistants	(3)	12.85	13.60	14.24	14.92	16.32
Recreation Services Exec. Asst.	(1)	13.19	13.98	14.77	15.48	17.03
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Human Resource Assistant I	(1)					
Help Desk Specialist	(1)					
Payroll Clerk	(1)	13.81	14.61	15.41	16.21	17.83
Network Specialist	(1)					
Engineering Aide / Inspector	(1)					
Social Work Coord.	(1)	14.41	15.26	16.11	16.94	18.63
Senior Services Center Coordinator	(1)					
Engineering Tech. Level I Assessor	(0) (1)	16.09	17.05	17.98	18.94	20.88
Staff Accountant	(1)					
Eng. Tech. II/Civil Designer	(1)	17.38	18.47	19.54	20.63	22.82
Eng. Tech II/Senior Drafter	(1)					
Eng. Tech./GIS/CADD/Environmental	(1)					
Planning & Zoning Official	(1)	18.05	19.14	20.22	21.31	23.49
Eng. Tech. II/Surveyor	(1)					

CLASSIFICATIONS & RATES

ARTICLE #38

July 1, 2009 - 2.75%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(2)	11.25	11.86	12.49	13.11	14.38
Cust Acct Clk/Cashier	(2)	12.47	13.18	13.89	14.60	16.03
Zoning/Code Enforcement Official	(1)					
Administrative Assistants	(3)	13.20	13.97	14.63	15.33	16.76
Recreation Services Exec. Asst.	(1)	13.55	14.37	15.18	15.90	17.50
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Human Resource Assistant I	(1)					
Help Desk Specialist	(1)					
Payroll Clerk	(1)	14.18	15.02	15.84	16.66	18.32
Network Specialist	(1)					
Engineering Aide / Inspector	(1)					
Social Work Coord.	(1)	14.81	15.67	16.55	17.40	19.14
Senior Services Center Coordinator	(1)					
Engineering Tech.	(0)	16.53	17.52	18.47	19.46	21.45
Level I Assessor	(1)					
Staff Accountant	(1)					
Eng. Tech. II/Civil Designer	(1)	17.86	18.98	20.08	21.20	23.45
Eng. Tech II/Senior Drafter	(1)					
Eng. Tech./GIS/CADD/Environmental	(1)					
Planning & Zoning Official	(1)	18.55	19.67	20.78	21.89	24.14
Eng. Tech. II/Surveyor	(1)					

CLASSIFICATIONS & RATES

ARTICLE #38

July 1, 2010 - 2.6%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(2)	11.54	12.17	12.81	13.45	14.75
Cust Acct Clk/Cashier	(2)	12.79	13.52	14.25	14.97	16.45
Zoning/Code Enforcement Official	(1)					
Administrative Assistants	(3)	13.55	14.33	15.01	15.73	17.20
Recreation Services Exec. Asst.	(1)	13.90	14.74	15.57	16.31	17.95
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Human Resource Assistant I	(1)					
Help Desk Specialist	(1)					
Payroll Clerk	(1)	14.55	15.41	16.25	17.09	18.80
Network Specialist	(1)					
Engineering Aide / Inspector	(1)					
Social Work Coord.	(1)	15.20	16.08	16.98	17.85	19.64
Senior Services Center Coordinator	(1)					
Engineering Tech.	(0)	16.96	17.98	18.95	19.97	22.01
Level I Assessor	(1)					
Staff Accountant	(1)					
Eng. Tech. II/Civil Designer	(1)	18.32	19.47	20.60	21.75	24.06
Eng. Tech II/Senior Drafter	(1)					
Eng. Tech./GIS/CADD/Environmental	(1)					
Planning & Zoning Official	(1)	19.03	20.18	21.32	22.46	24.77
Eng. Tech. II/Surveyor	(1)					

CLASSIFICATIONS & RATES

ARTICLE #38

July 1, 2011 - 2%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(2)	11.77	12.42	13.07	13.71	15.05
Cust Acct Clk/Cashier	(2)	13.05	13.79	14.54	15.27	16.78
Zoning/Code Enforcement Official	(1)					
Administrative Assistants	(3)	13.82	14.62	15.31	16.04	17.54
Recreation Services Exec. Asst.	(1)	14.18	15.04	15.88	16.64	18.31
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Human Resource Assistant I	(1)					
Help Desk Specialist	(1)					
Payroll Clerk	(1)	14.84	15.71	16.57	17.43	19.17
Network Specialist	(1)					
Engineering Aide / Inspector	(1)					
Social Work Coord.	(1)	15.50	16.40	17.32	18.21	20.03
Senior Services Center Coordinator	(1)					
Engineering Tech.	(0)	17.30	18.34	19.33	20.37	22.45
Level I Assessor	(1)					
Staff Accountant	(1)					
Eng. Tech. II/Civil Designer	(1)	18.69	19.86	21.01	22.19	24.54
Eng. Tech II/Senior Drafter	(1)					
Eng. Tech./GIS/CADD/Environmental	(1)					
Planning & Zoning Official	(1)	19.41	20.58	21.75	22.91	25.26
Eng. Tech. II/Surveyor	(1)					

ARTICLE #39

CERTIFICATES / SHIFT DIFFERENTIAL

Employees of the Engineering Department who possess the certificates or licenses listed below, shall be paid an additional hourly amount over their basic wage rate for all hours worked.

CERTIFICATE TYPE:

1. Certified Aggregate Technician
2. Certified Bituminous Technician
3. Certified Water Distribution Operator S-1
4. Certified Concrete Technician
5. Professional Land Surveyor
6. Certified Storm Water Operator

LEVELS AND RATES:

- | | |
|---|-----------|
| 1. Level 1 - One Certificate | .15 / Hr. |
| 2. Level 2 - Two Certificates | .30 / Hr. |
| 3. Level 3 - Three Certificates | .45 / Hr. |
| 4. Level 4 - Four Certificates or
Professional Land Surveyor | .60 / Hr. |

SHIFT DIFFERENTIAL:

Employees who work hours other than the hours of 7:00 a.m. - 5:00 p.m. shall be given a shift differential of .40 per hour.

ARTICLE #40

JOB DESCRIPTIONS

Job descriptions will be reviewed and updated periodically by the employee and the supervisor.

The Employer agrees to provide a copy of all job descriptions and any changes to job descriptions to the Chapter Chair. If an employee feels that a significant increase in essential responsibilities, skills or qualifications has occurred in their position, they may request a reclassification. The Human Resources Director will forward a reclassification questionnaire to the employee to complete. Requests for reclassification will be reviewed by a committee consisting of an equal number of both Union and Employer representatives.

Once the questionnaire has been completed by the employee, the reclassification committee shall meet at a mutually agreeable time to discuss and make recommendations on the request for reclassification. The committee shall consist of two members of the Union and two members of management, one of which shall be the Human Resources Director. If a committee member is directly involved with the reclassification, an alternate shall be named. A new rate of pay as a result of an approved reclassification shall be effective as of the date the reclassification request was accepted as complete by the Human Resources Director.

If the decision of the committee is not satisfactory, it shall be subject to the grievance procedure.

RATES FOR NEW JOBS: When a new job is created, the Employer will notify the Chapter Chairperson and steward of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall become subject to negotiations.

ARTICLE #41

COST OF LIVING ADJUSTMENT

C.O.L.A. shall be frozen for the term of this contract.

- A. For the employees who have reached the maximum wage schedule, paragraph "B" and "C" below will apply.
- B. In the event that the cost of living in any fiscal year exceeds the wage increase granted to the employees referenced in Section A and agreed upon by the parties, the increased wages based on the Consumer Price Index shall be accrued quarterly and shall be based on a formula that a one (1) point increase in the Consumer Price Index shall equal Five (5) dollars per month in wages. For computation purposes, the May Consumer Price Index will be used as a starting point for each fiscal year. Any COLA pay adjustments will be given as a lump sum payment annually in July of each year and will not become any part of the employees base wage rate. In no event will the COLA adjustment exceed a 2.75 point increase in any fiscal year.
- C. Paragraph "B" above will not be activated during any quarterly period for the duration of this three year contract when the Marquette City Unemployment rate exceeds Lo.25% as determined by the Michigan Employment Security Commission monthly employment report for Marquette City.

ARTICLE #42

LONGEVITY

- A. Each employee covered by the Agreement shall be paid longevity according to their seniority, to be paid on the first pay period of December. Longevity will be based on the following schedule:

<u>Years of Service</u>	
5 through 9 years	\$310.00
10 through 14 years	\$340.00
15 through 19 years	\$370.00
20 through 24 years	\$400.00
25 through 29 years	\$430.00
30 years and over	\$460.00

- B. Employees who resign who have not received their longevity pay for the anniversary year shall receive a prorated amount of said pay at the time of resignation.

ARTICLE #43

CLOTHING ALLOWANCE

The Employer agrees to furnish an adequate number of coveralls for employees whose work causes them to come into contact with grease, sewage, etc.

The employer further agrees to furnish work clothing to building custodians in accordance with the Public Works department uniform policy then in effect.

The employer will provide up to a \$150.00 allowance every other year toward steel-toed boots that meet MIOSHA standards for engineering employees who are required to perform construction inspections.

ARTICLE #44

MILEAGE ALLOWANCE

Employees who during the course of their employment are required to use their personal vehicle for city business, will be reimbursed at the approved I.R.S. reimbursement rate for all miles driven on behalf of the City of Marquette.

This mileage rate will remain effective during the life of this Agreement between the parties, or until such time as the I.R.S. rate increases or decreases their mileage rate for approved private vehicle use. At such time, the City of Marquette mileage rate covered by this Agreement will change to coincide with the I.R.S. rate and will be effective on the same date.

ARTICLE #45

PENSIONS

A. The pension provisions now in effect for employees covered by this Agreement shall be as follows:

B-4 of the M.E.R.S. plan with V6, E2, F55-25 years of service, and FAC-3.
5% employee contribution.

B. Employer agrees to continue to provide the Social Security plan.

ARTICLE #46

EDUCATIONAL OPPORTUNITIES

Employees shall be allowed to attend appropriate conferences, training sessions, seminars or schools to further their skills, subject to prior approval by the employee's supervisor and Department Head. The employee will be reimbursed for such attendance in accordance with the Employer's reimbursement policies and applicable law.

ARTICLE #47

PERSONNEL FILES
PERSONAL INFORMATION

There shall be only one (1) official personnel file maintained by Human Resources for each employee. Where an unofficial file is maintained at a department, the Human Resources Manager shall maintain the original copy at City Hall. Where dual files are kept, the information concerning discipline and job performance in each shall be identical.

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes.

A supervisor may place such notes in the employee's personnel file only if the employee has been given a copy of such notes. However, supervisory notes not kept in the employee's personnel file shall not be used in any personnel transaction of disciplinary action against the employee.

Information not related to the employment relationship shall not be placed in an employee's personnel file without the employees' knowledge.

PERSONAL INFORMATION:

Each employee covered by this agreement shall have the personal responsibility to keep the City advised of any changes in writing as soon as possible of any changes in name, address, telephone number (if any), change of insurance beneficiary, names number of dependents and other changes which may affect taxes, Social Security, or health / dental / vision insurance coverage.

If the employee's phone number is unlisted, it shall be the employee's responsibility to let the employer know that the number is unlisted. If an employee has an unlisted number, "unlisted" will be noted on the seniority list instead of the number.

Such changes shall be reported to Human Resources in writing on forms provided by the city, as soon after the change occurs, but no later than thirty (30) days after the event. The City shall rely upon the last information provided by an employee and have no responsibility for failure of an employee to promptly report any of the above changes. The employer will periodically place reminders to the employees in their paychecks to update the information.

The union shall assist the City with compliance to requests for verification of personal information as requested. The City is not liable for any error or omission on behalf of the employee to report correct information.

ARTICLE #48 STRIKES / WORK INTERRUPTIONS

- A. No strikes or work interruptions of any kind shall be caused or sanctioned by the Union during the term of this Agreement. In the event that one Chapter covered by this Agreement acts in violation of this prohibition, there shall be no interruption of work by the other chapters regardless of whether or not picket lines have been established.
- B. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE #49 WAIVER CLAUSE

- A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter, signed by the parties hereto.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation

of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE #50

SUCCESSOR CLAUSE

The Agreement shall be binding upon the Employer's successors, whether such succession be effected voluntarily or by the operation of law.

ARTICLE #51

DISTRIBUTION OF AGREEMENT

The Employer shall be responsible for retyping the new Agreement. Copies of the revised Agreement shall be provided to all current bargaining unit employees by the City once mutually agreed upon and signed off by both parties. The City agrees to furnish a copy of the Agreement to all new hires.

ARTICLE #52

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2012.

- A. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination of either party, on sixty (60) days written notice prior to the current years' termination.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs this Agreement may be terminated by either party on ten days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed in c/o City Manager, City Hall, 300 W. Baraga Avenue, Marquette, Michigan 49855; or to any such address the Union or Employer may make available to each other.

This Agreement shall become effective as of July 1, 2008.

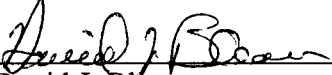
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as stated above.

CITY OF MARQUETTE, MICHIGAN

Dated: 3/30/09

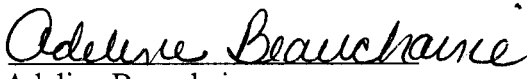
BY: 
John P. Kivela
Mayor

Dated: 3/31/09

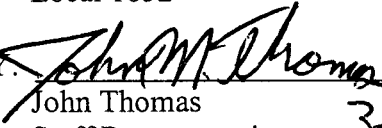
BY: 
David J. Bleau
City Clerk

CITY HALL EMPLOYEES
LOCAL #1852,
MICHIGAN COUNCIL 25
A.F.S.C.M.E., AFL-CIO

Dated: 3/29/09

BY: 
Adeline Beauchaine
Chapter Chairperson
City Hall Chapter
Local 1852

Dated: _____

BY:  Council 25
John Thomas
Staff Representative 3-31-09

Attachments:
Appendix A – Health Insurance Coverage
Letter of Understanding 2008/2012

Community BlueSM PPO

Non Standard Plan 10, U.P. Blue, \$250/\$500 Ded In Network, No coinsurance in network, \$750 Prevent, \$20OV/Chiro, RM100, \$150ER

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$750 per member per calendar year		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered – 100% One per calendar year, no age restrictions	Covered – 60% after deductible
Physician Office Services		
Office Visits	Covered – \$20 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – \$20 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$20 copay	Covered – 60% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered – \$150 copay, waived if admitted or for an accidental injury	Covered – \$150 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100% after deductible	Covered – 100% after deductible
Diagnostic Services		
Laboratory and Pathology Services	Covered – 100% after deductible	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered – 60% after deductible
Therapeutic Radiology	Covered – 100% after deductible	Covered – 60% after deductible
Maternity Services Provided by a Physician		
Prenatal and Postnatal Care	Covered – 100% Includes care provided by a certified nurse midwife	Covered – 60% after deductible
Delivery and Nursery Care	Covered – 100% after deductible Includes delivery provided by a certified nurse midwife	Covered – 60% after deductible
Hospital Care		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100% after deductible Unlimited days	Covered – 60% after deductible
Inpatient Consultations	Covered – 100% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 60% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100% after deductible Up to 120 days per calendar year	Covered – 100% after deductible
Hospice Care	Covered – 100% Limited to dollar maximum which is adjusted periodically	Covered – 100%
Home Health Care	Covered – 100% after deductible Unlimited visits	Covered – 100% after deductible

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 100% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 60% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
Up to \$1 million lifetime maximum per transplant type		
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 60% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
Unlimited days		
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum		
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
Up to the state-dollar amount which is adjusted annually		

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after deductible	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – \$20 copay	Covered – 60% after deductible
Up to 24 visits per calendar year		
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 100% after deductible
	Covered – 100%	Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100% after deductible	Covered – 100% after deductible
Prosthetic and Orthotic Appliances	Covered – 100% after deductible	Covered – 100% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	See separate drug plan	See separate drug plan

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible	\$250 per member, \$500 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$500 per member, \$1,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays • Fixed Dollar Copays • Percent Copays	\$20 for office visits and chiropractic manipulation. \$150 for emergency room visits	\$150 for emergency room visits
	No copay for general services. 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	No copay in net	\$4,000 per member, \$8,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

Optional Riders

Rider CB-CSR, Cost Sharing Requirements	Changes the member's cost sharing requirements for out-of-state services. Note: This rider is available only to groups in the Upper Peninsula. When Rider CB-CSR is selected, Rider BCP will replace Rider BCP-PPO.
Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.
Rider CB-OVS20, Office Visit Copay Requirement	Increases fixed dollar copay amount from \$10 to \$20.
Rider CB-RM 100, routine mammograms	Removes deductible and copay requirements from screening mammography services provided by PPO network providers.
Rider CB-ET \$150, emergency treatment copay requirement	Increases dollar copay for outpatient hospital emergency room services to \$150.

<p>Rider CBPCMS750 Increases prevent care maximum from standard \$500 to \$750 per person per calendar year.</p>	<p>Increases the routine preventative care maximum from the standard \$500 to \$750 per person per calendar year.</p>
<p>Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices Rider PD-CM, prescription contraceptive medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>

Blue Preferred Rx™ Prescription Drug Coverage with \$10 Generic / \$20 Preferred Brand / \$30 Nonpreferred Brand, MOPD2X, R90, Contra Triple-Tier Copay Benefits-at-a-Glance

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Note: Effective October 1, 2006, the mail order pharmacy for specialty drugs changed to Option Care. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). For your other mail order prescription medications, they can continue to be sent to Medco. A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-515-1355.

Network pharmacy

Non-network pharmacy

Copays

Note: CMAC – Removes the requirement that a member pay the difference between brand name and MAC generic drug cost.

Tier 1 – Generic prescription drugs	\$10 for each prescription	\$10 for each prescription <i>plus</i> 25% of the BCBSM approved amount for the drug
Tier 2 – Formulary brand-name prescription drugs	\$20 for each prescription	\$20 for each prescription <i>plus</i> 25% of the BCBSM approved amount for the drug
Tier 3 – Nonformulary brand-name prescription drugs	\$30 for each prescription	\$30 for each prescription <i>plus</i> 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 34 day supply: <ul style="list-style-type: none"> • \$10 for each Tier 1 (generic) drug • \$20 for each Tier 2 (formulary brand) drug • \$30 for each Tier 3 (nonformulary brand) drug Copay for a 35 to 90 day supply: <ul style="list-style-type: none"> • \$20 for each Tier 1 (generic) drug • \$40 for each Tier 2 (formulary brand) drug • \$60 for each Tier 3 (nonformulary brand) drug 	No coverage

Covered services

Federal legend drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

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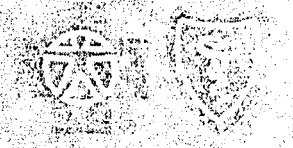
BCBSM Custom Formulary – A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.

- **Tier 1 (Generic)** – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.
- **Tier 2 (Formulary Brand)** – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay.
- **Tier 3 (Nonformulary Brand)** – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.

Optional riders

<p>Rider RX-90-2x, prescription drug 90-day supply 2x</p>	<p>Expands retail coverage of prescription drugs from 34 to 90 days, subject to one member copayment that is double the amount that would apply for a 34-day refill. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider, subject to limitations. Note: If a plan currently has Rider MOPD, the group may add Rider RX-90. Otherwise, Rider RX-90-2x is the only option because the copay at mail order and at retail must match for dispensing up to a 90 day supply.</p>
<p>Rider CI, Contraceptive injections Rider PCD, Prescription contraceptive devices Rider PD-CM, Prescription contraceptive medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>

Non Standard Traditional Plus Dental Coverage Plan 7 Benefits-at-a-Glance 100/80/50-\$1500 OS-50-\$1500



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Copays and dollar maximums

Copays	20% for Class II services and 50% for Class III and IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,500 per member
• Lifetime maximum (for Class IV services)	\$1,500 per member

Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

Class II services

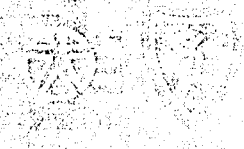
Fillings – permanent teeth	Covered – 80%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 80%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 80%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 80%, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	Covered – 80%
Root canal treatment – permanent tooth	Covered – 80%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 80%, once every 24 months per quadrant
Occlusal adjustments	Covered – 80%, up to five times in a 60-month period
Occlusal biteguards	Covered – 80%, once every 12 months
General anesthesia or IV sedation	Covered – 80%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 80%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 80%, once every 36 months per arch
Tissue conditioning	Covered – 80%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 80%

Class III services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant replacement	Covered – 50%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

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Blue Vision 24 Benefits-at-a-Glance



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Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	VSP network doctor	Non-VSP provider
Copays		
• Eye exam	\$5 copay	\$5 copay applies to charge
• Prescription glasses (Lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
• Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
	One eye exam in any period of 24 consecutive months	

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 24 consecutive months	
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
	One frame in any period of 24 consecutive months	

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
	One pair of contact lenses in any period of 24 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 24 consecutive months	



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Non Standard Traditional Plus Dental Coverage Plan 7

Benefits-at-a-Glance 100/80/50-\$1500 OS-50-\$1500



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Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

Class II services

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Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant replacement	Covered – 50%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

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Class IV services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

LETTER OF UNDERSTANDING – 2008/2012 CONTRACT

RE: Labor Agreement Entered into as of the 1st day of July, 2008, Between the Marquette City Commission (the "Employer") and the City Hall Employees' Chapter of Local #1852, AFSCME, AFL-CIO, (the "Union").

The parties hereto mutually agree as follows:

1. Article 10, Grievance Procedure: The Employer and the Union agree to implement for a one-year trial period the following additional, optional mediation step in the grievance process set forth in Article 10 of the Labor Agreement, after "Step 3-City Manager" and before "Step 4-Arbitration." The one-year trial period shall run from January 1, 2009 to December 31, 2009, and may be extended by mutual agreement of the Employer and the Union.

STEP 3.5 – MEDIATION (OPTIONAL)

- a. If the Employer and the Union believe the matter is appropriate for mediation, they may mutually agree upon a mediator to attempt to resolve the matter as an alternative to a special conference. The mediator has no authority, however, to force the parties to accept an agreement. Recognizing that mediation sessions are settlement negotiations, all offers and statements are confidential and inadmissible in any arbitration of the matter. Information disclosed to the mediator in a private caucus remains confidential unless the party agrees it may be disclosed.
- b. If time limits for arbitration as provided in the Labor Agreement are to be extended due to mediation, the parties must specifically agree upon such extension in writing.
- c. Should mediation prove unsuccessful, or should either party decide not to proceed with mediation, the party shall so notify the other party and proceed with arbitration as provided in the Labor Agreement.

2. Article 24, Working Hours: The Employer and the Union agree to implement "summer hours" if preferred by a majority of bargaining unit employees, who will be polled by the Chapter Chair and the Human Resources Director on or about March 15 each year. Such "summer hours," if implemented as a result of such annual reevaluation process, will consist of the following changes to the hours of the normal workday set forth in Article 24.A and B of the Labor Agreement:

- A. A normal workday for City Hall offices shall consist of eight (8) hours per day, Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. beginning the first workday after Memorial Day and ending the first workday after Labor Day.
- B. Departments will stagger lunch hours subject to supervisor approval to allow all offices to remain open to the public between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday.

3. Article 17, Leaves of Absence: The Employer and the Union agree that for the first three years of the Labor Agreement (2008-2011) the maximum number of days per fiscal year allowed for Union members to attend a Union sponsored or co-sponsored function is increased to twenty (20) days per fiscal year.

4. Article 38, Classifications and Rates: The Employer agrees to evaluate consolidation of job classifications by January 31, 2012.

5. The following existing letters of agreement between the parties are hereby carried forward and incorporated into this Letter of Understanding:

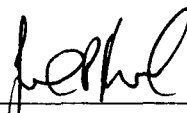
- A. Letter of agreement dated 06/09/2004 (Water Meter Reader/ Building Custodian/ Planner I).
- B. Letter of agreement dated 12/13/2007 (L.Hopper/ Motor Pool).

6. All matters in this Letter of Understanding are implemented during the term of the parties' Labor Agreement and may be reviewed by the parties upon written request prior to continuation in future collective bargaining agreements.

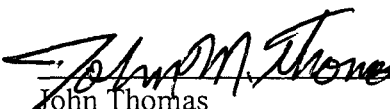
This Agreement shall become effective as of July 1, 2008.

EMPLOYER


UNION



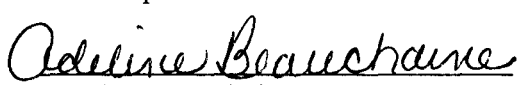
John P. Kivela, Mayor 3/30/09 Date
Mayor



John Thomas 3-31-09. Date
Staff Representative



David J. Bleau 3-31-09 Date
City Clerk



Adeline Beauchaine 3/29/09 Date
Chapter Chairperson