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COPY

AGREEMENT
BETWEEN
CITY OF ALBION, MICHIGAN
AND
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547C

Effective January 1, 1996
Through December 31, 1999

Albion, City of

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AGREEMENT

THIS AGREEMENT made and entered into at Albion, Michigan, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and LOCAL 547, 547A, 547B AND 547C, AFL-CIO of the INTERNATIONAL UNION OF OPERATING ENGINEERS, hereinafter referred to, individually or collectively, as the UNION is effective January 1, 1992.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, the UNION, and the citizens of Albion, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY's ability to continue to provide proper services to the community, the CITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement. The CITY and the UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, handicap, nationality, political beliefs or union activities.

ARTICLE II

UNION RIGHTS

Section 1. Recognition. The CITY hereby recognizes the UNION as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.

The term "employee" as used herein shall include all persons performing work in the following classifications of the city: Please see Appendix "A".

Section 2. Check-off. The CITY shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and UNION dues or Service Fees. Such dues or fees, accompanied by a list of employees (Including the Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the UNION office no later than the fifteenth of the month following the month in which such deductions were made.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and the Local 547 IUOE. Each employee and the UNION hereby authorize the CITY to rely upon and to honor certifications by the Financial Secretary of the Local UNION, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of UNION dues or service fees, together with a copy of such authorization from Local #547 of the International UNION of Operating Engineers, AFL-CIO.

Section 3. Union Security. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the UNION, shall after six months or after the conclusion of their orientation period, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the UNION each month a service fee in an amount equal to the regular monthly UNION membership dues uniformly required of employees of the CITY who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership

In the UNION, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

The UNION agrees that it will make membership in the UNION available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the UNION.

In the event that the UNION refuses to accept any person so hired as a member, said person may continue in employment.

Section 4. Union Stewards. The CITY agrees to recognize two stewards and the UNION Chief Steward and such representatives of the International as the UNION deems necessary. The CITY agrees to meet with the UNION stewards for the purpose of collective bargaining, and with all or a portion of the stewards for the purpose of processing grievances, as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that such meeting has been scheduled by the UNION and the CITY and the Department Head has given such employees permission to leave their work station.

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is absent. The president of the UNION shall be considered the chief steward.

The UNION shall keep the City Manager currently advised, in writing, of the stewards and alternate stewards and the departments for which they serve as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the local UNION.

Section 5. Safety Practices. The CITY will take measures in order to prevent or eliminate any hazards which the employees may encounter at their place of work, in accordance with the provisions of OSHA, state and local regulations.

Section 6. Indemnity Provision. The UNION agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of any nature arising out of its deduction from an employee's pay of UNION dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The UNION assumes full responsibility for the disposition of the deductions so made once they have been deposited with the UNION.

Section 7. Union Activity. The UNION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activities during working hours. The union agrees not to abuse this provision of the contract.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Recognition. The UNION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the CITY and its employees are vested solely and exclusively in the CITY. The CITY shall have the right to discharge and discipline employees with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement.

Section 2. Management Prerogatives. Nothing contained herein shall be considered to deny or restrict the CITY of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or

regulations as they pertain to conducting the affairs of the CITY.

Section 3. Management Operations. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operations of the CITY and the direction of the employees are vested exclusively in the City Manager or his designated representatives when so delegated by the City Manager.

Section 4. Sub-Contracting. The CITY reserves the right to subcontract any bargaining unit work it deems appropriate and is in the best interest of the citizens of the CITY, so long as no employee in the bargaining unit is thereby denied his/her regular hours of work. The CITY agrees not to abuse this provision of the contract.

ARTICLE IV

NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in any strike, sit down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work. THE CITY AGREES THAT IT WILL NOT LOCKOUT THE EMPLOYEES.

The UNION agrees that it (and its members) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, restrictions of work or interference with the operations of the CITY by notifying the employees and the public in writing that it disavows these acts. The UNION further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such discipline shall not be subject to the Grievance Procedure. The only issue subject to the Grievance Procedure is whether or not an employee participated or engaged in such prohibited conduct.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of a specific provision or of provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall adequately set forth the facts pertaining to such alleged violations. It shall be void if it fails in either of the foregoing respects.

Section 2. Verbal Procedure. An employee may first discuss in grievance with his/her Department Head and he/she may request to have his/her steward present, in which event the Department Head shall arrange a time and place and/or arrange for the alternate steward to be present if the regular steward is absent.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the third (3rd) working day following the last day of discussion of the grievance. The settlement shall be given to the employee and to the appropriate steward.

If the grievance is denied, it must be continued according to the written procedure set forth in Section 3 et seq, no later than the end of the third (3rd) working day following such denial. If it is not so filed, it shall automatically move to the next step of the grievance procedure where it shall wait a maximum of twenty (20) working days for further action by the union. Failure on the union's part to proceed within twenty (20) working days will cause the grievance to be deemed permanently settled on the basis of the previous step.

Section 3. Written Procedure.

Step One. If the grievance is not settled through the verbal procedure in Section 2, it shall be reduced to writing in accordance with Section 1 above, shall state the date it was denied by the Department Head in the verbal procedure, shall be signed by the employee and his/her steward, and presented to the employee's Department Head, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, FAILING WHICH, it shall automatically move to the next step of the grievance procedure where it shall wait a maximum of twenty (20) working days for further action by the union. Failure on the union's part to proceed within twenty (20) working days will cause the grievance to be deemed permanently settled on the basis of the previous step.

The department head shall render his/her written disposition of any grievance so filed, no later than the end of the third (3rd) working day following the day of his/her receipt of the grievance, and he/she shall give a copy of his/her disposition to the employee's steward; or, in the regular steward's absence to his/her alternate, who shall endorse the department head's copy to indicate receipt and date thereof by the UNION of such disposition.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two

by the Local UNION Chief Steward, who shall submit it to the City Manager. IF THE GRIEVANCE IS NOT SO SUBMITTED IN STEP TWO BY THE END OF THE FIFTH (5TH) WORKING DAY FOLLOWING ITS DISPOSITION IN STEP ONE, IT SHALL AUTOMATICALLY MOVE TO THE NEXT STEP OF THE GRIEVANCE PROCEDURE WHERE IT SHALL WAIT A MAXIMUM OF TWENTY (20) WORKING DAYS FOR FURTHER ACTION BY THE UNION. FAILURE ON THE UNION'S PART TO PROCEED WITHIN TWENTY (20) WORKING DAYS WILL CAUSE THE GRIEVANCE TO BE DEEMED PERMANENTLY SETTLED ON THE BASIS OF THE PREVIOUS STEP.

As promptly as possible after filing of a grievance in Step Two, but no later than ten (10) working days after it is so filed, it shall be considered by the City Manager or his/her designated representative (who may have present the Department Head involved) and the Local UNION Chief Steward.

If the grievance is settled at this step, written disposition of the grievance shall be given by the City Manager to the Local UNION Chief Steward no later than the end of the fifth (5th) working day following such meeting.

Step Three. If the grievance disposition submitted to the UNION in Step Two is unsatisfactory, and the UNION desires to go to arbitration, it may do so provided it makes a written request to the American Arbitration Association or the Federal Mediation and Conciliation Service (F.M.C.S.) to submit a panel of arbitrators from which one may be chosen in accordance with

their rules, and such written request is submitted within twenty (20) working days after receipt of the Step Two answer and the following rules shall apply.

- (a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- (b) The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
- (c) Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided, however, that such facts or material must have been discussed at some point in the grievance procedure preceding this step.
- (d) It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.
- (e) The charges of the arbitrator for his/her fee and expense shall be shared equally by the CITY and the UNION.
- (f) The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.
- (g) The arbitrator's decision shall be final and binding upon the parties.

Section 4. Grievance Procedure - General. It is understood and agreed that any grievance settlement arrived at hereunder, between the CITY and the UNION, is binding upon both parties and cannot be changed by any individual employee.

IF THE CITY'S REPRESENTATIVE IN STEP ONE OR IN STEP TWO FAILS TO ANSWER A GRIEVANCE WITHIN ANY TIME LIMIT SET FORTH HEREIN, THE Grievance SHALL BE AUTOMATICALLY ADVANCED TO THE NEXT STEP.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the CITY, a steward (in his/her capacity as such) shall be paid at his/her regular straight-time rate for those hours during which he/she would otherwise have been at work for the CITY. Such investigation or discussion shall be performed without undue loss of working time. In no event shall any such UNION representative leave his/her work for such purpose before first notifying his/her Department Head or turning his/her work over to a replacement who shall be provided by the Department Head as promptly as is practical under the circumstances.

It is agreed that any grievance must be filed as soon as it is known to exist or might reasonably have been known to exist, but not later than five (5) working days after the occurrence of the event upon which it is based, and that, in any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in accordance with the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him/her from employment, self-employment or unemployment compensation.

ARTICLE VI

DISCIPLINE DISCHARGE

Section 1. City Rights. The City Manager or his/her designee may discipline an employee for just cause, or suspend an employee pending an investigation to determine whether disciplinary action may be warranted and, if so, the extent of the disciplinary action. The City Manager will be involved in any disciplinary action resulting in suspension or termination.

Section 2. Just Cause. After completion of the orientation period, no employee shall be suspended or discharged without just cause.

Section 3. Grievance Rights. In the event an employee in the Bargaining Unit is suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

Section 4. Reinstatement. If it is decided that the employee was unjustly suspended or discharged, the CITY shall reinstate and pay whatever compensation to the employee as is decided to be fair under the grievance procedure.

Section 5. Personnel File. The employee shall have the right to review his/her attendance record and the record of disciplinary action in his/her personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry before its introduction into his/her file.

Section 6. Union Representation. Any employee who is disciplined shall have the right to request that a UNION representative be present when he/she is disciplined.

ARTICLE VII

SENIORITY

Section 1. Seniority Defined. Seniority is defined as an employee's length of continuous, full time employment with the CITY since his/her last date of hire, where the employee has successfully completed his/her orientation period as hereinafter provided. "Last date of Hire" means the date upon which an employee first reported as a regular full-time employee since which he/she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds.

(a) Leaves of absence without pay in excess of thirty (30) calendar days shall cause the employee's seniority to be frozen at that point in time.

Section 2. Orientation Period. All new employees shall be orientation employees until they have actually worked for the CITY for six (6) consecutive calendar months of continuous employment. The purpose of the orientation period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which qualify him/her for regular full time employee status. During the orientation period, the employee has no seniority status and may be terminated at the sole discretion of the CITY without regard to his/her relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his/her orientation period, the employee's name shall be added to the seniority list as of his/her last date of hire.

Orientation employees, in accordance with CITY policy, are entitled to health and life insurance benefits, subject to the terms of the insurance carriers. An orientation employee shall receive credits toward his/her vacation, sick leave and longevity pay during his/her orientation period which vest only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

The CITY has no obligation to reemploy an employee who is laid off or discharged during his/her orientation period.

Section 3. Job Transfer. If an employee is transferred to a position with the CITY which is not included in the unit covered hereby and he/she is thereafter transferred again to a position within such unit, he/she is deemed to have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

Section 4. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event the employee is:

- (a) discharged for just cause; or
- (b) retires under the CITY's retirement plan; or
- (c) quits; or
- (d) is laid off and the recall periods noted below have expired:
 - Completion of 1-5 years: 1 year recall rights
 - Completion of 5 years or more: 2 years recall rights
- (e) is on sick leave of absence for a period of one (1) year unless, prior to the expiration of such one (1) year period the employee shall have applied for and have been granted an extension of his/her sick leave (or, thereafter, an even further extension) in which case he/she shall not lose seniority until the expiration of his/her last extension of leave or a total of two (2) years on sick leave, whichever shall first occur; or
- (f) accepts employment elsewhere while on leave of absence (other than military service or UNION business leave of absence), or is self-

employed for the purpose of making a profit, during a leave of absence; or

- (g) fails to report for work at his/her designated starting time on his/her first work day after expiration of leave of absence, unless the employee has a valid excuse, acceptable to management, for such absence; or
- (h) fails to report for work upon being recalled from a layoff within three (3) working days after he/she is notified to do so by certified or registered mail sent to his/her address on record with the CITY; or
- (i) absence from work without permission, for three (3) successive scheduled workdays.

ARTICLE VIII

LAYOFF AND RECALL

Section 1. Layoff. Employees shall be laid off according to the following procedures. Orientation employees shall be laid off first.

Thereafter, employees shall be laid off in reverse order of seniority (last hired, first laid off). Senior employees laid off may bump any less senior employee, regardless of position, providing the affected employee possesses the required qualifications for the job into which they are bumping.

In exercising the bumping rights, an employee shall be deemed to be qualified if the employee can satisfactorily perform the required work, as determined by the CITY, after a probationary period of not less than ninety (90) days.

The CITY reserves the right to remove a probationary employee at any time during the probationary period. Such action is subject to the grievance procedure.

Section 2. Recall. Employees will be recalled by seniority providing the employee can perform the available work.

ARTICLE IX

PROMOTION AND ASSIGNMENT

Section 1. Job Posting. A position within a department will be considered vacant when it is a newly created permanent job position or when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that the position is to be filled, the CITY shall post the job opening within the unit on all employee bulletin boards for a period of ten (10) work days, during which time an employee may bid for the job by making proper application in the CITY's Personnel Department for the vacant position. Such notice shall contain the department in which the vacancy occurs, the job description and wage rate. Should the CITY determine that the vacant position is not to be filled, any and all residual duties which remain shall become a negotiable item between the two parties.

The CITY shall attempt to fill a vacant position from within the bargaining unit whenever possible, however, if the position is not filled through the method above described, the CITY may hire from outside the unit.

Bidders within the UNION shall first be considered based upon the following criteria:

- (Article written protection Pg 12, sect 2)*
- (a) Between two employees with ability to perform the work, as required, seniority shall govern.
 - (b) Previous work record which includes attendance and adherence to job performance work standards.

Section 2. New Jobs. If, during the life of this Agreement, a job classification is created, not included in Appendix A, the CITY shall establish the job duties and the rate of pay range applicable thereto and whether or not it is a job within the collective bargaining contract, and shall promptly notify the UNION of its decision.

The classification and applicability of this contract so decided by the CITY shall become permanent at the end of ten (10) working days after such notice is given to the Local Union President unless the UNION protests. If the UNION believes the pay rate, classification and contract applicability set for the job is out of line in relation to the job classifications and rate ranges covered by this Agreement, the Local Union President shall request in writing, within five (5) working days after the UNION has been notified that a meeting be held between the President and the City Manager for the purpose of discussing the CITY's determinations.

If the President so requests such discussions, the Local Union President and the City Manager shall each expend their best efforts to conclude such discussions in a mutually satisfactory manner within five (5) working days following the President's request. If they are unable to do so within such period, the matter shall be referred to the grievance procedure.

If the rate of pay on such a new job, either through informal discussion or the grievance procedure, is settled higher than the rate which the CITY originally assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the CITY and the UNION.

Employees with less than three (3) years service will be compensated at the year of service increment calculated on the wage structure of the new position. In no case will the promoted employee suffer any reduction in wages. Please see Appendix "B".

Section 3. Temporary/Part-time Employees' Positions.

(a) **New Regular Part-Time Jobs.** If, during the life of this agreement, a regular part-time job classification is created, not included in Appendix "A:", the CITY shall establish the job duties and the rate of pay range applicable thereto and shall promptly notify the union of its decision. During the life of this contract, the CITY agrees to employ

no more than three (3) regular part-time employees at any given time. Regular part-time employees or casual employees will not be retained if the Albion IUOE bargaining unit number of full-time employees goes below eleven (11), or while members of the bargaining unit are working reduced hours.

These jobs will include all contract benefits automatically, except said benefits will be appropriately prorated relative to the number of hours worked against a forty (40) hour week.

The job duties and rate of pay so decided by the CITY shall become permanent at the end of ten (10) working days after such notice is given to the local union president, unless the union protests. If the union believes the job duties and rate of pay are not appropriate, the local union president shall request in writing that a meeting be held between the president and the City Manager, or his designee, for the purpose of negotiating the CITY's determinations.

If the president so requests such negotiations, the local union president and the City Manager shall expend their best efforts to conclude them in a mutually satisfactory manner within five (5) working days following the president's request. If they are unable to do so, the matter shall be referred to the grievance procedure relative to the pay rate and job duties issues only.

If the rate of pay on such a new, regular part-time job, either through information negotiation or the grievance procedure, is settled higher than the rate which the CITY originally assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the CITY and the union.

In the event a regular part-time employee works hours in addition to the regularly scheduled hours, said rules apply. They will be compensated at their base rate of pay and their optional prorated benefit level will continue to correspond to that of their

regularly scheduled hours, except for those benefits mandated to change by federal or state law.

The term "regular part-time employee" shall specifically exclude volunteers, workers provided at no cost to the CITY and other casual workers as have been historically hired or retained by the CITY. Both parties have established the nature of casual workers through past practice. The CITY may assign college interns, volunteers or community service workers to various tasks for limited periods of time or for specific projects, provided, however, that any such persons not covered by this agreement shall not perform recognized bargaining unit work except in critical situations, as determined by the City Manager, subject to the grievance procedure.

(b) Part-time Data Entry Assistant. The wage for the position of regular part-time data entry assistant will remain frozen at its present level of \$7.00 per hour until such time as the wage per hour of the full time entry level secretary position exceeds \$7.00 per hour.

Section 4. Job Performance. During the first ninety (90) work days in his/her new job, a successful bidder may elect to return to his/her former job, if he/she so desires, or the CITY may at its option, transfer him/her back to his/her former job based on an unsatisfactory performance evaluation.

A written performance evaluation shall be completed by the Department Head for all newly transferred employees first at the end of 45 days, then at the end of 90 days. This performance evaluation shall detail the employee's performance to date in the new job classification. The evaluation at the end of 45 days shall include the Department Head's recommendations concerning the new employee's potential for satisfactory performance in the new job classification. An unsatisfactory evaluation at the end of 90 days may cause the employee to be returned to his/her former job.

Section 5. Temporary Job Assignment. The CITY has the right to temporarily assign employees from one job classification to another to cover for employees who are absent from work (for the duration of such absence) due to illness, accident, vacation, or leaves of absence. The CITY shall also have the right to temporarily assign employees to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise. It is understood and agreed that an employee temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he/she is temporarily assigned.

It is further understood and agreed that any employee who is temporarily assigned under the provisions of this section and works four (4) or more hours on the job shall receive the rate of pay for the job to which he/she is assigned or his/her regular rate of pay, whichever is higher, for the time spent on said job each time he/she is assigned thereto and all hours thereafter until he/she is removed from said job. The CITY agrees not to abuse this provision for the purpose of avoiding the payment of the higher rate of pay. No employee shall assume responsibilities unless assigned thereto by their department head or by the City Manager.

ARTICLE X

HOURS

Section 1. The Regular Work Week. The regular work week of employees covered hereby shall be forty (40) hours, which occur between 12:01 A.M. on Sunday and 12:00 midnight the following Saturday.

The regular work day will be nine (9) hours per day, which includes the one (1) hour unpaid lunch period.

HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONSTITUTE, OR GUARANTEE EIGHT (8) HOURS OF WORK OR PAY PER DAY OR FORTY (40) HOURS OF WORK OR PAY PER WEEK.

Section 2. Break Periods. It is understood and agreed that the timing of a break period may vary depending upon the nature of the work being performed by the employee at the time. Both parties hereto recognize that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's Department Head has the right to determine when a break period may be taken. The CITY will make reasonable accommodations of employee's break requests.

Section 3. Overtime.

(a) Non-exempt employees shall be compensated one and one-half (1½) times their regular hourly rate for all authorized work performed in excess of eight (8) hours per day and for work performed on Saturday or Sunday, providing forty (40) hours have been worked in the week. Paid time off shall be counted as hours worked.

Compensatory time shall be granted at the employee's discretion and will be computed at one and one-half (1½) hours of compensatory time off for each one (1) hour of overtime worked to a maximum of sixty (60) hours of accumulated compensatory time.

(Under no circumstance will compensatory time be converted to cash except on separation from employment with the CITY.) Compensatory leave must be taken with prior approval of the employee's supervisor. Such approval shall not be unreasonably withheld.

(b) Exempt employees are expected to perform work as required by the City Manager and/or department head to complete priority assignments. Compensatory time will be granted at time and one-half (1½). Under no circumstances shall an employee be paid in cash for compensatory time accumulated. Paid time off shall be counted as time

worked.

Section 4. Overtime Work Requirement. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances.

Section 5. Computation of Overtime. The regular rate as set forth in Appendix "D" will be used as the basic rate in the computation of overtime.

ARTICLE XI

WAGES

Section 1. Wages. The Wage Plan and position classifications are contained in Appendix D of this contract.

ARTICLE XII

FRINGE BENEFITS

Section 1. Longevity Benefit. Employees who, on or before the first day of December of each calendar year have completed a minimum of five (5) years of continuous service with the CITY, and who, as of the first day of December, are still employed by the CITY, shall qualify for a lump sum longevity payment in December of that year. Such payment shall be computed on the schedule set forth based upon each full year of continuous service completed on or before the first day of December in the calendar year in which the payment is made:

After 5 years, but less than 11 years	\$320.00 - 2% of salary up to \$16,000.00 maximum
After 11 years but less than 17 years	\$640.00 - 4% of salary up to \$16,000.00 maximum
After 17 years but less than 23 years	\$960.00 - 6% of salary up to \$16,000.00 maximum
After 23 years or more	\$1,280.00 - 8% of salary up to \$16,000.00 maximum

(a) Employees who have qualified for longevity pay shall upon retirement receive a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro rata share will be equal to the fraction of the year during which they were employed prior to retirement.

(b) Payment to the beneficiary of a deceased qualified employee shall be made on the same basis as payment to a retired employee.

Section 2. Retirement.

(a) Pension Plan. The pension plan shall be Plan B-2, with F-55 Option Early Retirement after twenty-five (25) years of service. This increase in pension benefits will be effective January 1, 1995.

An employee is covered by Social Security for which, as required by federal law, a deduction is made from his/her pay and such amount deducted is matched by a payment made by the CITY. An employee's normal retirement age shall be in accordance with applicable federal and state regulations.

(b) Retiree Health Insurance. The CITY shall contribute \$200 monthly toward the cost of CITY provided retiree health insurance for an eligible retiree under certain conditions. An eligible retiree is a retiree who satisfies all of the following requirements:

1. The employee has retired and is receiving benefits under the CITY's Municipal Employees' Retirement System (MERS) plan or any subsequent retirement plan approved by the City.
2. The retiree is at least 55 years of age but less than 65; CITY contributions will not be made on behalf of any retiree during any period before he/she is 55 years of age or after he/she is 65 years of age.
3. The retiree was a member of the bargaining unit represented by I.U.O.E. on January 10, 1996. This retiree health insurance provision does not include any new employees hired thereafter or employees who retired before January 10, 1996.
4. The retiree is not receiving health insurance coverage from another employer or through the spouse of the retiree. In order to avoid duplicate coverage, the eligible retiree will sign a disclosure on the form provided before any premiums are paid by the CITY. The retiree shall cease to be eligible for benefits of this section during such periods of time that the retiree is covered under another health insurance program.

Eligible retirees receiving CITY health insurance contributions under this section shall be allowed to continue with the CITY's health insurance plan at their own cost (to the extent that the full premium is not covered by the CITY's contribution between the ages of 55 and 65). To continue such coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

There shall be a coordination of benefits with any other health insurance held by the retiree. The CITY's insurance plan shall be considered the secondary insurance in such cases.

The retiree must apply for Medicare (or any other government sponsored health insurance program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored health insurance program).

Any funds established by the CITY to provide this benefit shall be vested solely in the CITY and no employee or eligible retiree shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding services identified or became available, regardless of the means, any such funds established for the purpose of providing medical coverage upon retirement shall belong exclusively and entirely to the CITY.

Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured.

Eligible retirees will have the option of receiving additional coverage (which is provided by the CITY to active employees) at the retiree's cost in addition to the coverage provided for in this section. The additional premium cost shall be the obligation of the retiree. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

Section 3. Insurance.

(a) Medical Insurance. The CITY will provide and pay the cost of a medical, surgical and hospitalization plan, with co-pay prescription rider, for all regular full-time employees including spouses and dependent children until said children reach their nineteenth (19th) birthday. The coverage shall be comparable or an equivalent level of group health insurance as existed immediately prior to the execution of this Agreement. The CITY agrees to provide and pay the full cost of a dental rider.

In addition, the CITY also agrees to provide and pay the full cost of an approved HMO, selected by the CITY, at the option of the employee. Beginning in May of 1987, a vision care package will be added to the HMO package only.

In the event of a non-work related injury to an employee with resulting incapacity to work, the CITY will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick leave or for a period of two months during said disability, whichever period is greater.

The CITY agrees to provide for the continued premium payments of the medical insurance for one (1) year from the date of any work-incurred injury or to the contract termination date, whichever occurs first.

(b) Life Insurance. The CITY will provide, at its sole cost, life insurance coverage in the amount of Fifteen Thousand (\$15,000) Dollars for each employee covered hereby who is eligible therefor under the standard rules of the insurance carrier selected by the CITY.

Employees may, at their option, purchase additional term life insurance coverage in the amount of Ten Thousand (\$10,000) Dollars at their expense. Retirees of the CITY who were covered by this agreement at the time of their retirement, may, at their option and expense, purchase term life insurance coverage through the CITY in the amount

of Five Thousand (\$5,000) Dollars. The CITY will not provide any life insurance coverage at its expense to retirees. Employees will pay the actual cost to purchase additional life insurance coverage and the CITY will not charge any administrative fees for providing this additional insurance coverage.

(c) Worker's Compensation. Pursuant to Michigan law, the CITY provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby.

The CITY will provide an employee the difference between his/her workers' compensation payment and his/her regular wage at the time the disability was suffered, by utilizing the employee's unused paid time off (the CITY will charge this time against the employee's accumulated sick leave bank unless directed by the employee to debit other paid time off accounts, such as vacation leave) on a proportional basis according to the calculable factor to provide such supplemental payments, up to a maximum of eight (8) hours per week.

(d) Unemployment Insurance. The CITY agrees to participate in the unemployment compensation program administered by the State of Michigan. Employees of the CITY who are determined by the State Employment Security Commission to be eligible recipients may receive unemployment benefits when terminated from CITY employment.

(e) The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his/her health insurance coverage may do so provided he/she:

- Obtains proof of insurance through his/her spouse's policy noting an effective coverage date.

- Sets up an appointment with the Staff Services Manager to provide proof of insurance coverage under the spouse's policy and signs the CITY of Albion's cancellation of insurance form.

An employee may cancel his/her health insurance during the CITY's open enrollment period in April. Re-enrollment in the CITY's health care plan shall also be provided for in April during open enrollment should an employee wish to reinstate his/her insurance coverage.

Any employee electing to participate in the Opt-Out plan will be paid \$1,200.00 in two equal installments of \$600.00. The first payment will be made after six (6) months without hospitalization coverage and the second payment after one year without hospitalization coverage.

There will be a one time only emergency provision to get back into CITY hospitalization coverage, if necessary. There will be no partial payments or pro-rata payments for employees who request to get back into CITY hospitalization coverage once they have opted out unless said return to coverage is during an approved renewal period.

Section 4. Tuition Reimbursement. The CITY will grant tuition reimbursement in the amount of one-half (1/2) of the actual cost of individual classes taken, including required books. To be eligible for this reimbursement, an employee must pass the course with a C or better and have received written approval from the City Manager prior to taking the course. The only courses eligible for reimbursement shall be those that are job related or core courses that are job related to a degree.

ARTICLE XIII

LEAVE TIME

Section 1. Holiday Pay. Employees will be paid at straight time hourly rates for scheduled work time lost due to the observance of the following holidays: New Years

Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

Should a holiday fall on a Saturday, Friday will be considered as the holiday.

Should a holiday fall on a Sunday, Monday will be considered as the holiday.

In order to be eligible to receive holiday pay an employee must work the period of his/her scheduled work hours on the last day before and on the first work day after such full holiday. Paid time off shall be counted as hours worked.

The foregoing shall not apply to any absences caused by vacation, leaves of absence or layoffs, which commence within seven (7) days of the holiday.

Section 2. Vacation Pay. On each anniversary of their seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

Seniority	Vacation Period	Vacation Pay
1-5 Years	2 Weeks	80 Hours
6-14 Years	3 Weeks	120 Hours
15 + Years	4 Weeks	160 Hours

An eligible employee may take his/her vacation at any time during the year in which he/she is eligible for vacation. The CITY will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his/her mind and requests a different time for vacation than originally requested, his/her request shall receive consideration.

If two (2) or more employees, before April 1st, request permission to take their vacations at the same time and both cannot be spared from work at the same time, preference shall be given to the employees with the greater amount of seniority.

Preference shall be given in order of receipt by the CITY of the written requests for vacation time off.

Payment in lieu of a vacation period will not be made. Normally, vacation time will not accumulate from one year to the next, except for unusual conditions or situations as determined by the City Manager. In such cases, the City Manager may grant carryover vacation time not to exceed two (2) weeks. Vacation time may be used in one-half (1/2) day increments with prior approval from the employee's supervisor.

If an employee has at least one (1) week before the starting day of his/her vacation turned into the City Clerk a request for vacation pay, (on the form available from the City Clerk, he/she will receive his/her vacation pay before his/her vacation.

✦ An employee who voluntarily separates from the CITY's service after at least fourteen (14) calendar days advance notice to the City Manager, or an employee who is laid off, shall be paid pro-rata for vacation accumulated through the last full month of his/her service from his/her most recent seniority date. In all other instances of separation from the CITY's service, no pro-rata vacation shall be paid.

Section 3. Military Service Leave. The CITY and the UNION agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and the Court interpretation thereof.

An employee who is granted military service leave of absence with the Armed Force Reserves and/or the National Guard in response to a call to active duty (other than at his/her own request) will be paid the difference between the amount he/she receives from military service and the amount he/she would have received had he/she worked his/her scheduled time for the period of his/her military leave but not to exceed the first ten (10) working days thereof, nor to exceed a total of ten (10) days in any calendar year.

To be eligible to receive this wage supplement, an employee must give the CITY notice of his/her call to active duty as promptly as practical, and must provide the CITY satisfactory evidence of his/her performance of the military service and his/her military pay.

Section 4. Jury Duty. An employee who has been selected by a state or federal court to serve on jury duty will be paid the difference between the amount he/she receives as compensation for such service and the amount he/she would have received had he/she worked his/her scheduled time for the period of their jury duty.

To be eligible to receive this wage supplement, an employee must give the CITY notice of their call to jury duty as promptly as practical, and must provide evidence of their performance of jury and their jury duty pay. If an employee does not have to report for jury duty on a given day and they are scheduled to work they must report to their regular work station.

Section 5. Personal Business Leave. An employee shall have the right to make written application for leave of absence without pay for a period of up to one (1) calendar month for a personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the CITY's discretion alone. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

The CITY may grant an extension of a personal business leave of absence for a period not to exceed ninety (90) days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

On January 1st of each year, an employee shall accrued the right to have two (2) personal days off during the calendar year. The first personal day taken shall be deducted from the employee's accumulated sick leave. Personal leave days shall not be carried over to the following year nor shall they be transferred or otherwise added to an

employee's accumulated sick or vacation leave. Employees must request and obtain permission from their supervisor before using a personal day leave.

Section 6. Disability Leave. If an employee is ill or suffers an injury requiring absence from work and all paid time off credits have been exhausted, the employee will, on written application supported by a physician's certificate as to the necessity of leave, be granted a sick leave of absence of up to one (1) year without pay or benefits. Such leave, and any extensions(s) thereof granted, in the CITY's discretion, on the employee's application therefor similarly supported may not exceed, at most, a total of two (2) years, pursuant to Article VII, Section 1 (a) hereof. In the event the illness or injury is subject to workers compensation, the CITY will maintain the employee's medical benefit for up to one year.

An employee returning from sick leave of absence may be required by the CITY to furnish a physician's statement as to his/her unlimited or unrestricted fitness for the work to which he/she will be assigned.

Section 7. Union Business Leave. An employee who is elected or appointed to a full-time office in the UNION, and which requires a leave of absence shall be granted a leave of absence without pay or benefits for his/her term of office.

Any other UNION business leave of absence shall be granted, without pay, for the period of service to the UNION, provided that all of the following have occurred:

- (a) The request is in writing, and
- (b) Submitted by the Chief Steward of the UNION to the City Manager,
and
- (c) States the general purpose for which UNION business leave is requested, and

- (d) The employee can be spared from his/her work at that time, and
- (e) Not more than one (1) other employee is on such leave, and
- (f) Such leave shall not exceed two (2) calendar weeks in duration, and
- (g) The leave shall be requested sufficiently in advance to permit the CITY adequate time to cover the work of the employee(s) requesting leave, and
- (h) The leave is not for the purpose of enabling CITY employees to engage in organizing or picketing activities.

Section 8. Time-off Pay Increment. After an employee has attained seniority status, he/she shall accumulate, at the end of each full calendar month during which he/she has worked fifteen (15) days or more, credit of one (1) day of time off, with pay, to a maximum of one hundred and twenty (120) of such credit which shall be used only for sick time, as herein provided.

An employee leaving the service of the CITY through retirement will be paid in one lump sum for a maximum of ninety (90) days of unused accumulated time off days at the rate of one-half (1/2) day accumulated credit at his/her wage rate in effect on the date of his/her retirement for each day of such accumulated credit. Upon death of an employee, his/her survivors will be paid in one lump sum for the maximum ninety (90) unused time-off days which then remain to his/her credit at the rate of one-half (1/2) day at his/her wage rate in effect on the date of death for each day of such accumulated credit.

Section 9. Sick Time with Pay. During the period of absence from work because an employee suffered a noncompensable illness or injury or to keep an appointment with a doctor, dentist or other medical personnel, the employee will be paid from and to the extent of his/her paid time-off credit.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of and gaining approval for expected time off and must promptly make claim for sick time charge against his/her paid time-off credit on a form available in the department. Also, the CITY may require a medical doctor's statement to support the necessity for more than three (3) consecutive sick leave absences per year and/or to certify that the employee is physically and/or mentally fit to unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

Section 10. Bereavement Time, With Pay. At the time of the death of a member of his/her immediate family (grandparent, parent, spouse, child, brother, sister, parent-in-law, grandparent-in-law, child-by-law, grandchild, stepchild, or other family member residing in the same household as the employee to the extent that a federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household). An employee covered hereby shall be granted three (3) working days funeral leave not to be deducted from the employee's lost time credit leave. An employee may be granted up to an additional three (3) days time off if there is a demonstrated need for such additional time off with said time being charged to the employee's sick leave, comp time or vacation time. The employee shall notify the CITY of the necessity for a leave before leaving and upon request verification of the relationship and death.

ARTICLE XIV

RESIDENCY

All employees hired into the bargaining unit, as a condition of their continued employment (after the initial orientation period) shall reside within the corporate city limits of the City of Albion, Michigan.

For the purposes of this Agreement, a resident is defined as follows:

One who establishes and occupies dwelling within the corporate city limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Employees employed in the bargaining unit shall reside within the city limits.

Employees employed in the bargaining unit before the effective date of the Residency Policy who did not reside within the city limits, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within the corporate city limits of the City of Albion, Michigan. The building of a new structure on the same parcel of land on which the employees previous residence existed will not be deemed to be a change in residence for the purpose of this section.

ARTICLE XV

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep the CITY currently advised of his/her correct current mailing address and of his/her current telephone number, if any.

In the case of an employee on the CITY's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the office of the City Manager and returns such form there, duly completed. The CITY shall give the employee a receipt for his/her notice of change of address or of telephone number at the time he/she turns in such completed form.

In case of an employee off the CITY's active payroll, such as on layoff, leave of absence, vacation, etc., notice of change of address or of telephone number shall be

deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail in which case the notice shall be addressed to the Staff Manager, Human Resources, City Hall, Albion, Michigan.

For notice purposes under this Agreement, the CITY shall be entitled to rely on the last address and telephone number furnished to it by the employee, and it shall have no responsibility to the employee for his/her failure to receive notice caused by his/her not following the change procedures set forth above.

Section 2. Effective Agreement. This Agreement supersedes any past practice or previous agreement, verbal or written, between any of the parties hereto which is in conflict with this Agreement.

Section 3. Separability. If any provision of this Agreement be held invalid under the existing legislation, state or federal, the remainder of this Agreement shall not be affected thereby.

Section 4. Maintenance of Conditions. Wages, hours and conditions of employment legally in effect at the execution of this agreement, shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefit as a consequence of the execution of this agreement.

Section 5. Bi-weekly Pay Periods. Please see Appendix "C".

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 1996 until 12:00 midnight December 31, 1999, and for annual periods thereafter unless either party hereto, on or before the ninetieth (90th) day before the thirty-first (31st) day of December, 1999, or prior to the expiration date of any annual extension thereafter, shall serve written notice on the other party of a desire to terminate, modify, alter, renegotiate,

change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the ____ day of _____, 1996.

FOR THE UNION:

P. J. Selby
Its Business Manager

Jennifer L. Hudson
Its President

J. Dave Jones
Its Recording Secretary

K. M. Hill
Unit President

Carl deKruick
Steward

Midge Jacob
Steward

FOR THE EMPLOYER:

Michael E. Williams
Title *Michael E. Williams, Mayor*

Wilma Baker
Title *Acting Club Treasurer/Finance Dir*

Title

APPENDIX A

IUOE POSITIONS	
POSITION	FLSA Exempt/Non-Exempt
Deputy Director of Public Works/Assistant City Engineer	Exempt
Assistant Chief of Public Safety	Exempt
Assistant City Engineer	Exempt
Office Manager/Appraiser	Exempt
Laboratory Supervisor	Exempt
Deputy City Clerk/Payroll & Benefits Clerk	Non-Exempt
Associate Planner	Exempt
Office Manager/Administrative Secretary	Non-Exempt
Executive Assistant	Non-Exempt
Assistant Planner	Exempt
Staff Appraiser	Non-Exempt
Deputy City Clerk	Non-Exempt
Administrative Secretary	Non-Exempt
Billing Clerk/Cashier	Non-Exempt
Bookkeeper	Non-Exempt
Assistant Recreation Director	Non-Exempt
Income Tax Assistant	Non-Exempt
Senior Clerk	Non-Exempt
Parking Clerk	Non-Exempt
Data Entry Clerk	Non-Exempt
Parking Control Officer	Non-Exempt
Animal Control Officer	Non-Exempt
Secretary	Non-Exempt

APPENDIX B

NEW JOBS

The City and Union agree to the following:

1. If the City of Albion establishes the position of Deputy City Manager, the Union agrees that said position is a management position and as such is outside the jurisdiction of the bargaining unit.

2. At such time as the Assistant Engineer's position is again filled, while also maintaining the position of Deputy Director of Public Works/City Engineer, the Union agrees to allow the City to remove the Deputy Director of Public Works/City Engineer position from the Union, thus making it a non-union position.

APPENDIX C

BI-WEEKLY PAY PERIOD

Effective January 1, 1991, all International Union of Operating Engineer's members will be paid on a bi-weekly pay period basis. There will be no meaningful reduction in the weekly net pay relative to this change and it is agreed that should the City return to a weekly pay period, the IUOE shall return to a weekly pay period also.

APPENDIX D

WAGE PLAN EFFECTIVE 1/1/96

Position	Start	First Year	Second Year	Third Year
Dep Dir Pub Works/Asst Engr	39,720	40,913	42,140	43,404
Asst. Chief of Public Safety	37,246	38,363	39,514	40,699
Asst. City Engineer	31,077	32,009	32,970	33,958
Office Manager/Appraiser	23,850	24,565	25,303	26,061
Laboratory Supervisor <i>Kevin M</i>	25,362	26,122	26,906	27,713
Dep City Clerk/Payroll Clerk <i>M.D.V</i>	24,324	25,053	25,804	26,580
Associate Planner <i>Kester</i>	23,830	24,545	25,281	26,040
Office Mgr/Admin. Secretary <i>Carol D.</i>	23,365	24,066	24,787	25,531
Senior Staff Appraiser <i>Anne E.</i>	23,042	23,755	24,490	25,247
Executive Assistant	21,423	22,065	22,728	23,410
Assistant Planner	20,984	21,613	22,262	22,929
Staff Appraiser	21,293	21,932	22,589	23,267
Deputy City Clerk	21,114	21,746	22,398	23,070
Administrative Secretary	20,234	20,842	21,466	22,111
Billing Clerk/Cashier <i>Linda</i>	20,178 ^{9.70}	20,784	21,407	22,050 ^{10.60}
Bookkeeper <i>Maryh</i>	20,175 ^{9.69}	20,781	21,405	22,047 ^{10.59}
Assistant Recreation Director	19,966	20,564	21,181	21,817
Income Tax Assistant <i>Jeanette</i>	19,566 ^{9.4067}	20,144	20,739	21,353
Senior Clerk	18,022	18,563	19,121	19,695
Parking Clerk	17,655	18,185	18,730	19,293
Data Entry Clerk <i>Cindy</i>	17,524 ^{8.4250}	18,050	18,591	19,150
Parking Control Officer	16,925	17,433	17,956	18,494
Animal Control Officer	15,539	16,006	16,485	16,980
Secretary <i>LISA, Joanne, Bonnie</i>	15,210 ^{7.3125}	15,667	16,137	16,621 ^{7.99}

APPENDIX D

WAGE PLAN EFFECTIVE 1/1/97

Position	Start	First Year	Second Year	Third Year
Dep Dir Pub Works/Asst Engr	41,110	42,345	43,615	44,923
Asst. Chief of Public Safety	38,550	39,706	40,897	42,123
Asst. City Engineer	32,165	33,129	34,124	35,147
Office Manager/Appraiser	24,685	25,425	26,189	26,973
Laboratory Supervisor	26,250	27,036	27,848	28,683
Dep City Clerk/Payroll Clerk <i>REVISED 10/29/97</i>	25,175	25,930	26,707	27,510
Associate Planner	24,664	25,404	26,166	26,951
Office Mgr/Admin. Secretary	24,183	24,908	25,655	26,425
Senior Staff Appraiser <i>Ann</i>	23,848	24,586	25,347	26,131 <i>12-5629</i>
Executive Assistant	22,173	22,837	23,523	24,229
Assistant Planner	21,718	22,369	23,041	23,732
Staff Appraiser	22,038	22,670	23,380	24,081
Deputy City Clerk	21,853	22,507	23,182	23,877
Administrative Secretary <i>SENIOR ACCOUNTANT</i>	20,942	21,571	22,217	22,885
Billing Clerk/Cashier <i>REVISED 10/29/97</i>	20,884	21,511	22,156	22,822 <i>LIST CHAIR</i>
Bookkeeper	20,881	21,508	22,154	22,819
Assistant Recreation Director	20,665	21,284	21,922	22,581
Income Tax Assistant <i>REVISED 10/29/97</i>	20,251	20,849	21,465	22,100
Senior Clerk	18,653	19,213	19,790	20,384
Parking Clerk	18,273	18,821	19,386	19,968
Data Entry Clerk <i>8.7197</i>	18,137	18,682	19,242	19,820
Parking Control Officer	17,517	18,043	18,584	19,141
Animal Control Officer	16,083	16,566	17,062	17,574
Secretary <i>7.5682</i>	15,742	16,215	16,702	17,203

APPENDIX D

WAGE PLAN EFFECTIVE 1/1/98

Position	Start	First Year	Second Year	Third Year
Dep Dir Pub Works/Asst Engr	42,549	43,827	45,142	46,495
Asst. Chief of Public Safety	39,899	41,096	42,328	43,597
Asst. City Engineer	33,291	34,289	35,318	36,377
Office Manager/Appraiser	25,549	26,315	27,106	27,917
Laboratory Supervisor	27,169	27,982	28,823	29,687
Dep City Clerk/Payroll Clerk	26,056	26,838	27,642	28,473
Associate Planner	25,527	26,293	27,081	27,894
Office Mgr/Admin. Secretary	25,029	25,780	26,553	27,350
Senior Staff Appraiser	24,683	25,447	26,234	27,045
Executive Assistant	22,949	23,636	24,346	25,077
Assistant Planner	22,478	23,152	23,847	24,563
Staff Appraiser	22,809	23,463	24,198	24,924
Deputy City Clerk	22,618	23,295	23,993	24,713
Administrative Secretary	21,675	22,326	22,995	23,686
Billing Clerk/Cashier	21,615	22,264	22,931	23,621
Bookkeeper	21,612	22,261	22,929	23,618
Assistant Recreation Director	21,388	22,029	22,689	23,371
Income Tax Assistant	20,960	21,579	22,216	22,874
Senior Clerk	19,306	19,885	20,483	21,097
Parking Clerk	18,913	19,480	20,065	20,667
Data Entry Clerk	18,772	19,336	19,915	20,514
Parking Control Officer	18,130	18,675	19,234	19,811
Animal Control Officer	16,646	17,146	17,659	18,189
Secretary	16,293	16,783	17,287	17,805

APPENDIX D

WAGE PLAN EFFECTIVE 1/1/99

Position	Start	First Year	Second Year	Third Year
Dep Dir Pub Works/Asst Engr	44,038	45,361	46,722	48,122
Asst. Chief of Public Safety	41,295	42,534	43,809	45,123
Asst. City Engineer	34,456	35,489	36,554	37,650
Office Manager/Appraiser	26,443	27,236	28,055	28,894
Laboratory Supervisor	28,120	28,961	29,832	30,726
Dep City Clerk/Payroll Clerk	26,968	27,777	28,609	29,470
Associate Planner	26,420	27,213	28,029	28,870
Office Mgr/Admin. Secretary	25,905	26,682	27,482	28,307
Senior Staff Appraiser	25,547	26,338	27,153	27,992
Executive Assistant	23,752	24,463	25,198	25,955
Assistant Planner	23,265	23,962	24,682	25,423
Staff Appraiser	23,607	24,284	25,045	25,796
Deputy City Clerk	23,410	24,110	24,833	25,578
Administrative Secretary	22,434	23,107	23,800	24,515
Billing Clerk/Cashier	22,372	23,043	23,734	24,448
Bookkeeper	22,368	23,040	23,732	24,445
Assistant Recreation Director	22,137	22,800	23,483	24,189
Income Tax Assistant	21,694	22,334	22,994	23,675
Senior Clerk	19,982	20,581	21,200	21,835
Parking Clerk	19,575	20,162	20,767	21,390
Data Entry Clerk	19,429	20,013	20,612	21,232
Parking Control Officer	18,765	19,329	19,907*	20,504
Animal Control Officer	17,229	17,746	18,277	18,826
Secretary	16,863	17,370	17,892	18,428

APPENDIX E
Letter of Understanding

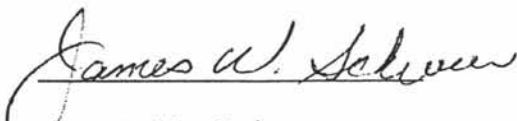
The purpose of this Letter of Understanding is to provide a reasonable and mutually agreed upon deadline by which all employees hired into the bargaining unit must comply with the residency requirement of Article XIV.


All new employees, per Article VII, Section 2, are considered to be orientation employees who must complete a six month orientation period. During their orientation period, they may be terminated at the sole discretion of the CITY without recourse to the grievance procedure. The CITY maintains that such an orientation period is an absolute necessity. Both the CITY and IUOE, however, recognize that this provision may create uncertainty for new employees, as to the likelihood of their continued employment with the CITY.

It is the desire of the CITY and IUOE to minimize any hardships created for new employees by the dual requirements that they undergo an orientation period and, as a condition of continued employment, establish residency upon its completion. Therefore, the CITY and IUOE agree that new employees shall be allowed a period of three (3) months from the completion of their orientation period to comply with the residency requirements of Article XIV.

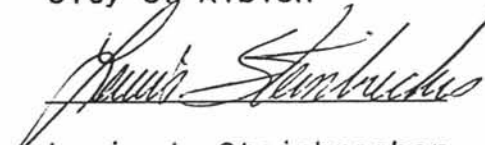
This Letter of Understanding is effective this 6th day of May, 1997.

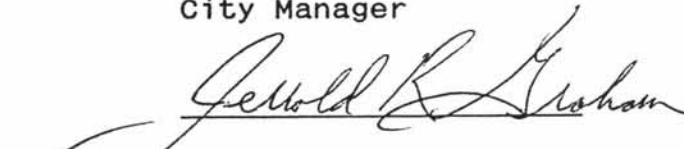
International Union of
Operating Engineers
Local 547--A,B,C,E,H
AFL-CIO


James W. Schweer
Business Representative


Carol deNicola
Unit President

City of Albion


Lewis J. Steinbrecher
City Manager


Jerrold R. Graham
Human Resources Director

Letter Of Understanding
City of Albion & I.U. O. E.
10/29/ 97

In recognition of the changing legal and technological requirements that are occurring in the functions of the City Clerk, as well changes in State law and functional requirements for the Finance department with regard to income tax, and the need to address some longstanding inefficiencies within the Finance Department operational structure, the following changed job descriptions are being adopted by the City. (attached) The revised draft job descriptions may be somewhat modified in their final form, but shall not contain any substantial modification without approval from the bargaining unit spokesperson.

In addition, the compensation ranges for the positions shall be adjusted to reflect the changed duties, certifications, knowledge and education required.

Deputy City Clerk/Payroll Clerk	Minimum raised \$3,000 Maximum raised \$4,000
Senior Account Clerk	Range raised \$1,000
Account/Income Tax Auditor	New Range \$26,000-\$28,000

The positions of Income Tax Assistant, Deputy City Clerk, and Cashier/Billing Clerk will be deleted. All positions with current incumbents will be filled by the current incumbent and the City will assist each in obtaining any training necessary for the expanded job duties.

The revised income tax position was posted internally and there were no internal candidates. To expedite filling the position before the end of the year tax period, the Union hereby authorizes the revised Account/Income Tax Auditor position to be posted for three days internally, rather than the usual posting period, for this time only.

This letter of understanding shall be considered ratified by the City unless the Union is notified to the contrary by the City within three business days after today.

Signed Jim Schweer
Jim Schweer, I.U. O. E.
Business Agent

Carol DeNicola
Carol DeNicola, President

10-29-97
Date

Lew Steinbrecher
Lew Steinbrecher, City Mgr

Jan Lazar
Jan Lazar, Interim Fin. Dir./Treas/Clk

10/29/97
Date

**City of Albion
Job Description-Revised
Deputy City Clerk/ Payroll Clerk**

Supervised by: Finance Director/Treasurer/City Clerk

FLSA: Non-exempt

Supervises: NA

General Summary

Under the general supervision of the Director of Finance/ Treasurer, performs a broad range of duties to assist the City Clerk/Finance Director in the maintenance of city voter files, conducting all elections run by the city, and preparation and maintenance of the bi-weekly payroll. Must be, or become within 30 days, a notary public and be or become within one year, a State certified Clerk.

Typical duties

Prepare the minutes from the Clerk's and deputy clerk's notes of all Council sessions, and special meetings as may be held;

Maintain the files and logs of the city relative to minutes, correspondence and other city documents;

Assist in preparation and conduct of all elections run by the City Clerk; interview and select election inspectors, provide training and instruction to them to supplement any training provided by the State or County, assist in verification of the rolls on election night, coordinate with the County Clerk to resolve all election questions and complete necessary reports as needed;

Prepare the bi-weekly payroll and related reports, update payroll rates as provided by the Human Resources Director on wages rate changes, etc.;

Preparation of Worker's Compensation reports and insurance reports and forms;

Perform the duties of the City Clerk in her/his absence;

Other duties as required.

Employment Qualifications

-Knowledge of payroll preparation and reporting, worker's compensation, insurance requirements, election procedures, etc.

-Ability to take dictation and to type at least 60 words per minute on a word processing program such as Word or Wordperfect.

-Good communication skills with the public and other personnel; ability to write and spell correctly, to fill out reports accurately and to maintain organized, accessible, legible files of all City reports and records.

The incumbent must have the equivalent of three years bookkeeping and election experience and education of an associate's degree in business, be or become a notary public and a State certified Clerk..

**City of Albion
Job Description-Revised
Senior Account Clerk**

Supervised by: Finance Director/Treasurer/City Clerk

FLSA: Non-exempt

Supervises: NA

General Summary

Under the general supervision of the Director of Finance/ Treasurer, this position will be responsible for the preparation and receipting of monthly water and sewer utility billing for the City operated system. The incumbent will be the primary person responsible for coordinating shutoff and turnon activity with the DPW department, and for answering citizen inquiries about their billings. This position will also serve as the backup for the payroll function of the Deputy Clerk, and preparation of the payroll in the Deputy Clerk's absence.

Typical Duties

Receipt of water and sewer usage information and inputting of same to prepare monthly utility bills;

Receipt of payments, partial payments and maintenance of each user account status information;

Answer citizen inquiries on their water or sewer bills;

Coordinate with the Water & Sewer Division for turnoff and turnon of utility services;

Preparation of biweekly employee payroll in the absence of the Deputy Clerk;

Assist Deputy Clerk in preparation of payroll, tax, insurance and related reports as needed;

Other duties as required

Employment Qualifications

-knowledge of utility billing and payroll preparation requirements;

- working knowledge of computerized billing and reporting systems
- general bookkeeping knowledge and skills
- ability to communicate with the public, other employees;
- demonstrated ability to prepare and maintain accurate billing and receipting for services and taxes;
- good math and reading skills, ability to proof and verify bills, payroll, etc.;

The incumbent must have three years general bookkeeping and/ or payroll preparation experience with at least some formal training in computerized systems, word processing and spreadsheet software.

**City of Albion
Job Description-Revised
Accountant/Income Tax Auditor**

Supervised by: Finance Director/Treasurer

FLSA: Non-exempt

Supervises: NA

General Summary

Under the general supervision of the Director of Finance/ Treasurer, performs a variety of income tax local audit and administration functions to identify possible non-filers, and to work with the State of Michigan on collection and enforcement of the local income tax. Should the State no longer be the primary collection agent for the City, this position will have primary responsibility, under the general direction of the Finance Director, for implementation of local tax collection and audit functions. The position will also serve as back up to the Deputy Finance Director and be responsible for general accounting entries, computer back-up and related functions.

Typical Duties

Do research of local papers, and field work, to identify firms and services doing business within the corporate limits of Albion to provide the names, and if possible, the addresses and tax identification numbers of same to the State of Michigan Local Tax Collection Division.

Respond to inquires for information and assistance from the State in collection of the local income tax.

Answer citizen questions regarding how and where to file.

Reconcile State payments to the City and provide such information to the Finance Director and Deputy.

Perform accounting duties of the Deputy Finance Director in her/his absence, including responsibility for accounting entries and back up of computer data.

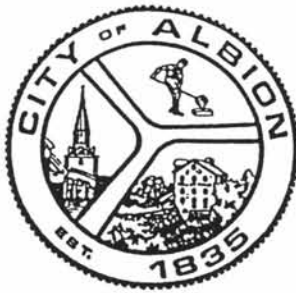
Perform other duties as required.

Employment Qualifications

Education: Possession of a bachelor's degree in accounting or business, and coursework in computer science and tax.

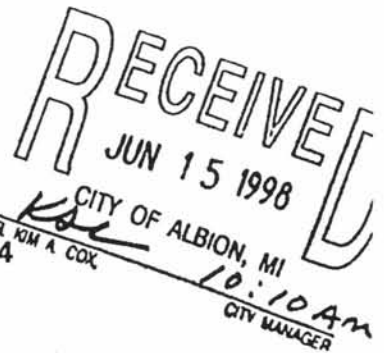
Experience: A minimum of three years experience in auditing, tax work or general accounting.

Equivalent: Combination of education and experience for the above.



City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-2238



KIM H. TUNNICLIFF
Mayor

KIM A. COX
City Manager

LETTER OF UNDERSTANDING
CITY OF ALBION, MICHIGAN & I.U.O.E.
LOCAL 547C
JUNE 10, 1998

The purpose of this Letter of Understanding is to confirm our oral contract reached on today's date, regarding the amendment of the current Agreement Between the City of Albion, Michigan and International Union of Operating Engineers (I.U.O.E.), Local 547C; with said contract having an effective date of January 1, 1996 through December 31, 1999.

We hereby mutually agree to the following modifications to the above referenced contract:

1. The position of Associate Planner will, from this date forward, no longer be a position within the I.U.O.E., and will, henceforth, be considered a non-represented employee.
2. The current non-represented position of Maintenance Custodian will, from this date forward, become a represented position within the I.U.O.E., and the position's current annual salary of \$22,264, will be placed in the I.U.O.E.
3. The current I.U.O.E. position of Office Manager / Administrative Secretary will be deleted, and a new position, in the I.U.O.E., will be created of: Administrative Assistant to the Director of Public Safety. Furthermore, as a result of enhanced and additional job responsibilities, the wage for the Administrative Assistant to the Director of Public Safety will be \$29,350, and this wage is hereby placed in the I.U.O.E.
4. The position of Animal Control Officer is hereby deleted from the I.U.O.E., and a new position of Code Compliance / Animal Control

Officer is hereby created in the I.U.O.E. This new position will respond directly to the Director of Public Safety, or his/her designee. Additionally, the annual salary shall be \$24,000, and shall be placed in the I.U.O.E. It is further understood that this position shall be posted for bid by I.U.O.E. members pursuant to the terms and conditions of the existing contract.

This letter of understanding is effective the 10th day of June 1998, and shall be considered ratified by both parties upon signing.

International Union of
Operating Engineers
Local 547C

City of Albion, Michigan

James W. Schweer
James W. Schweer
Business Representative

R. A. L.
Kim A. Cox
City Manager

Carol de Nicola
Carol de Nicola
President

E. Jo King
E. Jo King
City Clerk

DATE: 6-15-98

DATE: 6-11-98

RECEIVED
JUN 15 1998
CITY OF ALBION, MI
Kim A. Cox
MR. KIM A. COX
10:10 AM
CITY MANAGER