

6/30/99

4244

A G R E E M E N T

Between the

CITY OF ALPENA

Alpena, Michigan

and

CITY CLERICAL WORKERS

UNITED STEELWORKERS OF AMERICA

AFL-CIO

LOCAL 211

Alpena, City of

Effective 7-1-96 through 6-30-99

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AGREEMENT

This Agreement is entered into between the City of Alpena, hereinafter called the City or Employer, and the United Steelworkers of America, International Union, AFL-CIO, hereinafter called the Union, for the purpose of establishing wage rates, hours of labor, and conditions of employment and for the purpose of improving the relationships between the City and its employees.

ARTICLE I

Purpose of Agreement

The parties have entered into this Collective Bargaining Agreement for the purpose of promoting and improving labor relations between and among the Employer, the Union, and employees covered hereunder; to develop harmonious relations in order to accomplish and maintain efficiency and quality of work performance, provide methods for a prompt and peaceful adjustment of grievances concerning the interpretation and application of this Agreement; to set forth the terms and conditions of employment; to insure against any interruption of operations, slowdowns, or other interference with work performance; to strengthen good will, mutual respect, and cooperation between the Employer and the Union; and to set forth the basic and complete agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties of this agreement.

ARTICLE II

Recognition of Union

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of all employees of the City of Alpena in the following unit:

All full-time clerical employees as listed on the attached Schedule A EXCLUDING the City Clerk/Treasurer, Assistant City Clerk/Treasurer, Deputy City Clerk/Treasurer, elected officials, supervisors, college and co-op students, the confidential secretary to the City Manager, and all other employees.

The City has the right to hire employees on a part-time basis which are excluded from representation by the Union to perform duties of a clerical nature, provided that such employment is used to supplement existing full-time clerical employees and not result in a reduction of employees represented by the Union.

ARTICLE III

Union Security

- A. Members of the bargaining unit who are not members of the Union shall upon completion of their probationary periods as a condition of employment, pay to the Union a service fee in an amount equal to the regular monthly Union membership dues uniformly required of Union members.
- B. The Employer upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately dismiss said employee.
- C. 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 thirty (30) days in arrears of payment of such dues (or fees).
- D. The Employer shall be notified in writing by the Union of any employee who is thirty (30) days in arrears in payment of membership dues or fees.
- E. The Union shall refund to the employee Union dues or fees erroneously deducted by the City and paid to the Union.
- F. During the life of this Agreement, the Employer agrees to deduct from the wages of employees union dues or service fees of a uniform amount on a monthly basis provided the employee executes an "Authorization for Payroll Deduction."
- G. The amount of the dues or fees to be so deducted shall be certified by the International Treasurer of the Union to the City Manager and may not be changed more often than once per year. Monies so deducted shall be forwarded by the City to the International Treasurer of the Union.
- H. A list of employees' names from whom dues and initiation fees have been deducted shall be furnished to the International Treasurer of the Union at the time that the dues and initiation fees are remitted. This shall be done within one week after payday.
- I. The Union agrees to save, hold harmless, and indemnify the City and its officers, employees, and agents from any claims, judgments, or other costs arising from the application of this article.

ARTICLE IV

No Strike, No Lockout

- A. The Union, its officers and agents, and all employees in the bargaining unit agree that there shall be no strikes, work

stoppages, slowdowns, or other interruptions of any kind with the full, faithful and proper performance of the duties of the employees covered by this Agreement; and further agree that the City of Alpena shall not be bound to comply with the provisions of this Agreement in the event of a strike or other violation of this provision.

- B. The City of Alpena agrees that it will not lock out employees covered by this Agreement.

ARTICLE V

Management Rights

- A. The management of the City and the direction of the working forces including the right to plan, direct, and control City operations, and the right to introduce new or improved working methods or facilities, are vested exclusively in the City provided that in the exercise of these prerogatives the City shall not violate the provisions of this Agreement.
- B. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer with limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The Union acknowledges that the only concessions made by the City are those specifically recited in this Agreement and violations thereof are subject to the grievance procedure.
- C. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter, providing these prerogatives do not violate the provisions of this Agreement.
- D. The City has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed. The City has the right to lay off personnel if in the City's judgment it would be beneficial to do so.
- E. The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- F. The City has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The City has the right to determine the duties, qualifications, and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement provided the City in exercising these rights does not violate the provisions of this Agreement.
- G. It is recognized that the City is in the business of providing public services and that during emergency work assignments,

personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which calls for immediate action including severe storms, floods, or other acts of God; riots, epidemics, or other conditions beyond the control of management; or declarations of emergency called by the governmental official authorized to do so.

ARTICLE VI

Government Laws and Regulations

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this Agreement at any time during its life be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

ARTICLE VII

Seniority

A. Seniority is a right of preference as to layoff, recall, and demotion due to a reduction in force. Seniority shall be measured by length of continuous full-time employment in a position covered by this contract from the employee's most recent date of hire, less any periods of unpaid leaves or layoffs.

B. Probationary Period.

Employees shall be considered on a probationary or trial basis for the first 140 working days worked of their employment.

No controversy concerning their tenure of employment shall be deemed a grievance hereunder. Probationary employees shall be entitled to those benefits specified by this Agreement.

C. Seniority.

1. City-wide seniority shall be terminated when an employee:
 - a. Is discharged for just cause, or
 - b. Quits or retires, or
 - c. Fails to report for work after a layoff when properly notified in accordance with ARTICLE VII, paragraph G, or

- d. Is laid off or has not worked for the City for a continuous period of eighteen (18) months, or
 - e. Is absent from work three (3) or more working days without advising the City with a reason acceptable to the City for such absence, or
 - f. Overstays a leave of absence without advising the City of a reason acceptable to the City, or
 - g. Gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or
 - h. Agrees to a settlement for total disability.
2. Seniority shall be adjusted for unpaid leaves occurring after July 1, 1994, in the following manner: for any and all purposes, seniority shall not accrue and shall not accumulate while an employee is absent from work on an unpaid leave of 30 days or more except for medical reasons. This provision will not affect an employee's seniority computation for unpaid leaves which occurred prior to July 1, 1994.
 3. Seniority shall continue to accrue during absences due to injury or disease.

D. Seniority List.

1. The City shall make available a seniority list with the execution of this Agreement.

E. Temporary Vacancies and Transfers.

1. A job will be considered a permanent vacancy when the employee holding the job has quit, retires, is discharged, promoted, or permanently transferred and the City determines that there is a permanent vacancy or when the City creates a new job. All other vacancies and/or transfers shall be considered temporary.
2. The City may reassign or transfer employees based on their qualifications on a temporary basis to similar jobs. Such temporary assignments shall not be subject to the posting procedures and may be for periods of not more than one hundred twenty (120) consecutive working days at which time if, in the opinion of either the City or the Union, the temporary assignment should no longer be considered temporary, it will be filled in accordance with this Article (F 1 through F 6).
3. The City reserves the right to either fill or not fill temporary vacant positions and to continue the present practice of temporarily assigning all or part of the duties of an absent employee among the remaining

employees to be performed in addition to their regular duties.

4. The manner in which temporary vacancies will be filled or how the occasional need for temporary additional help will be met will remain at the discretion of the City Manager.

F. Filling Permanent Vacancies.

1. All permanent vacancies and new jobs with their respective job descriptions and wage rates shall be posted on the bulletin board for a period of seven (7) days. The City reserves the right to require testing and the setting of qualifications for any vacancy. Forms for making application will be made available to the employees. The City may determine aptitude and qualifications in generally accepted ways, i.e., written, oral, and performance tests; interviews; etc. The City shall fill permanent vacancies that have been posted based on the qualifications of bargaining unit members. When the qualifications of two or more applicants are equal, the vacancy shall be filled by the most senior employee. If no bargaining unit members are qualified, the vacancy may be filled from outside the bargaining unit.
2. A bargaining-unit employee who accepts a transfer or promotion to a position covered by this Agreement shall be subject to a probationary period of six (6) months which may be extended by mutual agreement between the Union and the City. In the event the employee fails to satisfactorily complete the probationary period or elects to return to their former job classification during said period, they shall be reinstated in their former position.
3. A bargaining-unit employee who accepts a transfer or promotion to a position covered by this Agreement and who in the immediate supervisor's opinion and with the City Manager's concurrence satisfactorily completes the probationary period shall be placed in the job classification.
4. Whenever a job is abolished in the bargaining unit or a bargaining unit employee is laid off, the employee may exercise their seniority and bump the next junior employee provided the employee is physically able and possesses sufficient ability to satisfactorily perform the work without additional training, who in turn may do the same, etc. If an employee is unable to bump the next junior employee because of insufficient ability to satisfactorily perform the work without additional training, then they may bump the next junior employee's job which they possess sufficient ability to satisfactorily perform without additional training. The City reserves the right to require testing and setting of

qualifications to be met when an employee exercises their right to bump.

5. In order to be eligible for a posted vacancy, an employee shall not have been awarded a posted job within six (6) months from the date of posting except by express written agreement of the City.
6. If there are no qualified bidders for any open and posted job, the City may fill the job in its discretion.

G. Layoff and Recall.

1. When a reduction in the working force is necessary, employees may bump less senior employees in accordance with the procedures described in this Article and then shall be laid off in accordance with their city-wide seniority; that is, the qualified employee with the highest city-wide seniority shall be laid off last.

Whenever an employee is to be laid off, the City shall notify the employee at least twenty-four (24) hours in advance unless circumstances make such notice impractical.

2. An employee's recall rights shall be limited to eighteen (18) months. Subject to these limits, if and when the employee is recalled, they shall be recalled in reverse order of their layoff. No employee can be recalled to a position unless they are physically able and possess ability to satisfactorily perform the work without additional training.
3. The laid off employee shall report back to work on recall within five (5) days of verified telephone notice or of receipt of written notice either by telegram, certified letter, or hand-delivered letter; otherwise said employee shall be treated as having quit or lost all seniority rights.

H. Military Service.

1. The parties shall comply with the law on military service.

I. Performance Review.

1. Employees covered by this Agreement shall have their work performance reviewed by their immediate supervisor during their probationary period and thereafter at least once every two (2) years. Copies of the form to be used will be furnished by the City Manager's office. The form must be signed by both parties when the review has been completed and a copy given to the employee with another copy provided to the Personnel Office.

ARTICLE VIII

Hours and Overtime

- A. The regular workweek shall consist of 40 hours on a schedule of 5 consecutive days, 8 consecutive hours per day.
1. One hour unpaid lunch.
 2. There shall be one 15-minute coffee break midway during morning hours plus one 15-minute coffee break midway during afternoon hours.
- B. Overtime shall be as follows:
1. All hours paid over 40 shall be at 1½ times the regular rate of pay.
 2. Accumulated compensatory time as of the date of execution of this agreement may be retained by the employee for future use.
- C. Reporting and Call-in.
1. Daily starting and ending times shall be established by the immediate supervisor subject to the approval of the City Manager.
 2. Any employee who is called in by their immediate supervisor on a day off or after leaving work for the day shall be assigned a minimum of two (2) hours of work at the employee's regular rate. The City may assign employees to any work available during such two (2) hour period.
 3. Employees absent from work due to claimed illness or otherwise shall inform the supervisor of such absence by telephone prior to their starting times.
 4. The City retains the right to develop and implement rules and procedures regarding attendance, reporting, and other areas related in this Article.
- D. A full month is defined as a calendar month in which an employee has been paid for at least seventeen (17) days.

ARTICLE IX

Holidays

- A. The following days shall be recognized as holidays:
- | | |
|------------------------------|------------------------------|
| New Year's Day | Good Friday |
| Decoration Day
(Memorial) | Independence Day
(July 4) |

Labor Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

In addition to the above holidays, there shall be four (4) additional holidays to be known as "floating holidays"; such holiday(s) to be taken at any time by the employee upon three (3) working days' advance notification to and approval by the employee's supervisor. If December 24 falls on Saturday or Sunday, the holiday shall be determined by the City Manager by October 1 of that year. If any of the other above stated holidays fall on Saturday or Sunday, the following Monday shall be considered the holiday. An employee must have worked a minimum of six (6) full calendar months in the prior fiscal year to be entitled to floating holidays.

- B.
1. Employees covered by this Agreement who do not work on the holidays specified above shall receive as holiday pay eight (8) straight-time hours' pay at the employee's regular rate of pay provided the employee meets all the following conditions:
 - a. Works full time and has satisfactorily completed their probationary period on the date the holiday occurs.
 - b. Shall have worked on their last scheduled work day preceding the holiday and on their first scheduled work day following the holiday provided, however, that absence due to an approved vacation or medically verified illness supported by proof acceptable to the City of same shall not disqualify an employee for holiday pay they meet all the other stipulated conditions.
 2. Employees who either agree or are scheduled to work on a holiday but who fail to report for and perform such work shall not be entitled to any holiday pay.
 3. Employees who work on a holiday shall be paid at two (2) times their regular straight-time hourly rate for hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay, overtime pay, or call-in pay for holidays not worked except that when an employee work less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, the employee shall receive the balance of eight (8) hours for hours not worked at the employee's regular, straight-time rate.
 4. For the purpose of this paragraph, a holiday is defined as the twenty-four (24) hour period beginning at 12 a.m. on the day of the holiday.
- C. An employee called and reporting for work on a holiday shall be assigned a minimum of two (2) hours of work.

ARTICLE X

Vacation and Sick Leave

A. The vacation year shall be the City's fiscal year, July 1 through June 30.

B. Eligibility.

1. Regular full-time employees covered by this Agreement will be eligible for vacation based on their credited years toward step-up provided that an employee has satisfactorily completed their probationary period.

2. New employees will earn one (1) vacation day for each two (2) full months worked up to a maximum of five (5) vacation days during the fiscal year in which they are hired.

C. Vacation Schedule.

1. Eligible employees shall receive the total allotment of vacation as shown in the following schedules if an employee has worked twelve (12) full months in the prior fiscal year. If less than twelve (12) full months have been worked by an employee, that employee shall be entitled to a prorated amount based on their actual number of full months worked and the total amount of vacation entitlement. The prorated vacation entitlement shall be made to the nearest full day.

2. Eligible employees shall be entitled to vacation in accordance with the following schedule:

<u>Completed Years of Service Rounded to the Nearest Whole Year (Subject to C-1 Above) As of July 1</u>	<u>Annual Vacation (8-hour work days)</u>
1 year	11 Work Days
5 years	15 Work Days
15 years	20 Work Days
20 years or more	25 Work Days

3. Eligible employees hired or rehired on or after July 1, 1989, shall receive vacation step-up in accordance with the following schedule:

<u>Completed Years of Service Rounded to the Nearest Whole Year (Subject to C-1 Above) As of July 1</u>	<u>Annual Vacation (8-hour work days)</u>
1 year	5 Work Days

4 years	10 Work Days
10 years	15 Work Days
20 years or more	20 Work Days

D. Vacation Allowance.

1. Computation of pay for each day of vacation shall consist of eight (8) hours at the individual employee's straight-time regularly classified hourly rate.
2. If an employee's vacation has been properly scheduled at least two (2) weeks prior to the first date of the employee's vacation, if they request it, the employee shall be given their vacation check on the payday preceding the employee's vacation covering the pay for the amount of vacation the employee is currently taking. However, only vacations of five (5) or more consecutive work days shall be eligible for this provision.
3. The determination of when vacations may be taken must be regulated by the needs of the Employer. All vacations shall be scheduled by the Department Supervisor consistent first with the operational needs of the department and next with consideration for the seniority and desires of the employee concerned.

All vacations shall be taken in increments of half days.

4. An employee must take vacation time off. If an employee does not use all vacation leave by June 30 of that vacation year, all remaining vacation leave not taken shall be lost. Any employee asked by the City not to take vacation after the vacation time has been approved shall have the opportunity to take vacation time off for vacation purposes by June 30 of that vacation year.
5. An employee may split vacation subject to the approval of the employee's supervisor.
6. When an employee quits with proper notice, retires, or dies, the employee or the employee's heirs shall be paid for unused vacation that the employee has earned. The vacation pay at the time of separation shall not be considered as payment for any time worked after the date of separation.
7. Available sick leave shall be used during family medical leaves, set forth under the Family Medical Leave Act, which qualify for sick leave use.

E. Sick Leave.

1. A non-probationary, regular, full-time employee covered by this Agreement, with a non-Worker's Compensation eligible sickness or disability which renders the

employee unable to perform the duties of their employment shall receive sick leave with pay subject to the provisions of this Agreement.

2. Eligible employees shall accumulate sick leave at the rate of one (1) 8-hour day of sick leave for each full month worked. The maximum accumulation shall be ninety (90) days. Those employees having an accumulation in excess of ninety (90) days on the effective date of this agreement shall retain any excess balance but shall not earn additional sick leave days until their sick leave accumulation is reduced to less than ninety (90) days.
3. A full day of sick leave will be paid only if the employee notifies their supervisor before the start of their scheduled day of work and may be used in increments of either full or half days. If an employee works more than three (3) hours in a work day and is absent due to sickness for the balance of the work day, the employee will be charged for half (½) of a sick day if such is available.
4. On return from sick leave each employee will be required to sign a statement setting forth the nature of their illness or injury, and falsification of such statement shall be cause for discipline. In the event that an employee shall receive sick leave pay and it shall be later determined that the employee was not eligible for same, it shall be deducted from the employee's next regular paycheck or paychecks until the City is reimbursed in full.
5. The Employer may require a doctor's certificate or other acceptable proof in addition to the employee's statement to determine the physical fitness of the employee to perform their duties provided such requirement is reasonable under the existing circumstances. Such a requirement shall generally not apply to short sick leaves of one or two days unless such leaves appear to be habitual, excessive, or abusive in nature.
6. The City reserves the right to have an employee absent due to claimed illness examined by the medical doctor of the City's choice at the City's expense.
7. All conflicts of medical opinion shall be resolved in favor of the medical doctor chosen by the City.
8. Employees hired after July 1, 1989, will receive sick leave to be accumulated at a rate of four (4) hours of sick leave for each full month worked to a maximum of 90 days (720 hours). All other conditions on the use of such leave, including pay out on retirement, will be the same as for employees hired prior to July 1, 1989. Wellness pay to be eliminated.

9. Upon retirement an employee shall be paid for one half (½) of their accumulated sick leave based on their hourly straight-time rate at the time of retirement.
10. Available sick leave shall be used during family medical leaves, set forth under the Family Medical Leave Act, which qualify for sick leave use. After use of eligible sick leave, available paid vacation and personal leave shall be used during Family Medical Leaves.

ARTICLE XI

Grievance Procedure

- A. The Union shall be entitled to form a Grievance and Negotiation committee consisting of one (1) member which will be the Unit Chairperson.
- B. The Unit Chairperson shall be compensated at their proper rate of pay for all working time lost in meetings with management to adjust grievances or to negotiate the contract.
- C. A grievance is defined as any dispute between the parties hereto or between the City and any employee covered by this Agreement concerning the meaning, application, or violation of any provision of this Agreement.
- D. When an employee is given a letter of disciplinary warning that is entered in the employee's personnel record, the Unit Chairperson shall be furnished with a copy of same.
- E. The following procedure is to be observed in the settlement of grievances:
 1. Any employee having a grievance shall take up the matter with the employee's immediate supervisor, the Unit Chairperson being absent or present at the option of the employee.
 2. If Step 1 does not effect a settlement, no later than five (5) working days after the facts occurred which gave rise to the grievance, or no later than five (5) working days after the grievant or the Unit Chairperson shall have reasonably known of such facts, whichever is later, the grievance shall be reduced to writing by the Unit Chairperson and a copy given to the City Manager. The City Manager or his designee, together with the Employee and the Unit Chairperson, and the International Representative, shall meet within ten (10) working days to try to resolve the matter. Within seven (7) working days after conclusion of this meeting, the City Manager or the City Manager's designee shall submit to the Union a written answer to the grievance.
 3. Step 3 - Should the City Manager or the City Manager's designee fail to furnish a written answer so provided for

or if the parties in this step are unable to resolve the grievance, the grieving party shall have the right to submit the matter to the State Employment Relations Commission, requesting the assistance of a mediator. Notice of the grieving party's intent shall be given to the other party within ten (10) working days from completion of Step 2.

4. Step 4 - If Step 3 does not effect a settlement, either party shall have the right to submit the matter to the Federal Mediation and Conciliation Service (FMCS) for arbitration. Said submittal shall be made not more than thirty (30) working days from the date of the City Manager's answer given in Step 2, a copy of which shall be sent to the other party. If neither party gives notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator. Federal Mediation and Conciliation Service rules shall govern as to procedure.
 - a. The arbitrator may interpret and apply the provisions of this Agreement to determine the grievance before the arbitrator. However, the arbitrator shall have no power or authority in any way to alter, modify, amend, or add to any provisions of this Agreement. The arbitrator shall be bound by the express provisions of this Agreement.
 - b. Excluded from arbitration are grievances which question the exercise of rights over which the City is given unilateral discretion in this Agreement.
 - c. In the event a case is appealed to an arbitrator and the arbitrator finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
 - d. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state and the opposite party is bound to agree that the award shall not be a binding precedent in like or analogous situations.
 - e. The City shall not be required to pay back wages for periods prior to the time a written grievance is filed provided that in the case of a pay shortage of which the employee had not been aware before receiving their pay, any adjustments made shall be retroactive to the beginning of that pay period provided the employee files a grievance within five (5) working days after receipt of such

pay. Further, all claims for back wages shall be limited to the employee's regular straight-time earnings for the period in question less any earnings from other sources during the period or from unemployment insurance.

- f. The expense of the arbitrator shall be borne equally by the City and the Union. The decision of the arbitrator shall be final and binding on both parties. The cost of each witness shall be borne by the party calling such witness.
5. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.
6. Time steps in the grievance procedure must be complied with and may be mutually extended only by written agreement. For the purpose of this grievance procedure, including arbitration, "working days" are defined to be Monday through Friday exclusive of holidays as defined in the Agreement.
7. In all steps of the grievance procedure described above, either the City or the Union shall have the right to specify that the aggrieved employee, the employee's supervisor, or both be called in to discuss the details of the grievance in the presence of the proper representatives of the City and the Union.
8. The grievance procedure described herein shall be the exclusive remedy for claims rising hereinunder.

ARTICLE XII

Compensation

- A. Attached to and forming part of this Agreement as Schedule A is a list of job classifications and wage rates.
- B. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established or when changes in an existing job have resulted in a substantial change in the duties of same, the City shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rates into effect, the City will notify the Unit Chairperson of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the City Manager within fifteen (15) days after notice from the City has been given.

The rate determined at the conclusion of negotiations shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the City shall become permanent and not subject to change for the remaining term of this Agreement.

A temporary change in work due to the absence of an employee shall not result in a change in wage rate unless the period exceeds 30 consecutive calendar days. In the event that the period exceeds 30 calendar days, the wage rate shall be equal to the rate of the position the employee has temporarily assumed. If the position is salaried, the fill-in hourly rate shall be determined by dividing the annual base salary of the position by 2080 but shall not result in an increase over the employee's regular hourly rate of more than \$1.00.

- C. The City shall provide reasonable notice to affected employees prior to initiating a change in the payroll period.

ARTICLE XIII

Longevity Benefits

Only employees covered by this Agreement who were working in positions covered by this Agreement on a regular and full-time basis on and before January 1, 1986, will be eligible to accrue and receive longevity pay in accordance with the following rules and regulations:

All longevity pay determinations shall be based on six (6) month periods of earned seniority, July 1 to December 31, and January 1 to June 30. References to "specific six (6) months period" shall refer to either of those six (6) month periods. All anniversaries shall be computed on the basis of the next July 1 or January 1 following the true anniversary.

1. June and December payments will be in the following amounts:

Completion of eight (8) years of seniority.... \$150.00

Completion of fifteen (15) years of seniority. \$350.00

Completion of twenty (20) years of seniority.. \$500.00

2. Temporary or part-time employment shall not be included in the computation of longevity time.
3. Longevity payments will be received in the week preceding December 1 and the week preceding June 1. All payments for longevity shall be paid in separate checks.
4. To qualify for the December 1 payment, the necessary years must have been accumulated by the preceding July 1.

5. To qualify for the June 1 payment, the necessary years must have been accumulated by the preceding January 1.
6. If an employee dies while in the employ of the City, the designated beneficiary of the employee's life insurance shall be entitled to prorated longevity payments.
7. An employee who retires from the service of the City shall be entitled to prorated longevity payments.
8. In the event that an employee leaves the employment of the City for their own convenience and at a subsequent time returns to employment with the City, such employee shall start as a new employee and shall not be entitled to any of the benefits granted by this Article for prior service.
9. Unpaid interruptions of employment accumulating to twenty-two (22) eight (8) hour work days in any specific six (6) months period or thirty (30) consecutive calendar days in any specific six (6) months period shall void the longevity accrual and payment for that period.

The same rule shall apply in computing length of service to determine initial eligibility for longevity pay.

CASE I Employee "X"
 October 1, 1955 - Started work
 October 1, 1963 - 8th Anniversary
 June 1, 1964 - First payment due

CASE II Employee "Y"
 May 1, 1953 - Started work
 May 1, 1961 - 8th Anniversary
 December 1, 1961 - First payment due

CASE III Employee "Z"
 August and September, 1963 - 35 days
 unpaid leave (Rule 9)
 December 1, 1963 - First payment due
 June 1, 1964 - No payment due. In
 addition, the specific six (6) months
 period from July 1 to December 31 of 1963
 is stricken from accumulated time toward
 fifteen (15) year longevity increase.

ARTICLE XIV

Insurance

- A. All regular, full-time employees shall be eligible for City-paid health insurance coverage under the Blue Cross/Blue Shield PPO plan commonly known as Community Blue Option 1-B, with \$5.00 prescription drug co-pay. City health insurance will be made available to such employees who are otherwise eligible for City health insurance if the employee would ever

lose their other source of health insurance subject to rules of the insurance provider. The City shall have the right to select a method of providing the benefits required whether through a carrier chosen by the City or by self-insurance.

- B. In cases where an employee has exhausted a medically related leave of absence as discussed in Article XVIII Section F of this Agreement, insurance premiums will continue to be paid by the City for a period not to exceed five months following automatic termination of the employee's employment. In cases where an employee's absence exceeds the number of their available leave days and the employee is not eligible for a medical leave of absence or in cases of a leave of absence other than those due to non-work related illness or injury, the City shall not provide the insurance provided herein; however, the employee may be given the opportunity to assume the premiums for five consecutive months following the automatic termination of their employment.

The foregoing provisions of Section B shall apply only to employees hired prior to July 1, 1989. With respect to employees hired or rehired on or after July 1, 1989, in cases where an absent employee has exhausted available paid leave, applicable insurance coverages as described in Schedule B will continue to be provided by the City through the end of the calendar month in which the employee's paid leave terminates. In cases where an employee is on a non-paid leave of absence, the City shall not provide the insurance provided herein.

- C. In cases of physical disability to work resulting from compensable accidental injuries while on the job, employees shall be eligible for benefits as provided by the State Worker's Compensation Law, subject to the rules thereof. In addition, the City will pay on behalf of the affected employee the premiums for the insurance provided for in this Article during such time as this contract is in force and the employee is receiving weekly benefit payments from Worker's Compensation. The City shall not be obligated to pay such premium if the employee effects a redemption of the liability by lump sum payment under Worker's Compensation.
- D. As to employees retiring after the execution of this Agreement, the City will pay one-half ($\frac{1}{2}$) of such retired employee's individual cost of basic medical insurance less any riders to a maximum amount of seventy (70) dollars per month.

With respect to employees hired or rehired on or after July 1, 1989, the benefit of this Section D shall continue only until the employee's sixty-fifth (65th) birthday or until the employee becomes eligible for Medicare, whichever occurs first; and thereafter such medical coverage will be available at the retiree's cost.

- E. Eligibility requirements for provided insurances shall be in accordance with the rules and requirements established by the insurance carrier.

- F. Regular full-time employees shall be eligible for dental insurance as described herein.
- G. The City will discontinue the practice of providing City-paid life insurance for all retirees retiring on or after July 1, 1989.
- H. Active employees who are eligible for health insurance coverage provided by the City may elect to not be covered. Such employees who were not covered during the prior contract year shall receive a payment from the City in June of eight hundred dollars (\$800.00); this amount shall be prorated so that sixty-six dollars and sixty-seven cents (\$66.67) shall be paid in June for each month the eligible employee chose not to be covered by the City-provided health insurance in the preceding contract year.
- I. The City shall provide long-term disability insurance under the following terms:
 - 1. Monthly Benefit Amount - 60% of first \$5,833 to a maximum benefit of \$3,500 reduced by benefit offsets.
 - 2. Minimum Monthly Benefit - Lesser of \$100 or 10%.
 - 3. Elimination Period - Three (3) calendar months or upon exhausting all eligible paid leave, whichever is longer.
 - 4. Maximum Benefit Period - To age 65 (ADEA Graded).
 - 5. Basic Benefit Offset - Direct family.
 - 6. Own Occupation Definition of Disability - Two (2) years.
 - 7. Employee shall pay any cost of premiums in excess of 1% of employee's base wages.

ARTICLE XV

Funeral Leave

A regular, full-time, non-probationary employee will be permitted, upon property notifying their supervisor, to be absent from work without loss of pay upon the occurrence of the death of a member of the employee's immediate family as follows:

- A. When death occurs in an employee's immediate family, i.e., spouse, parent, child, brother, sister, or parent of the employee's current spouse, the employee, on request to the department supervisor, will be excused for up to three (3) normally scheduled working days (excluding an employee's regularly scheduled days off) immediately following the date of death provided the employee attends the funeral.
- B. The employee may be excused for up to one (1) working day upon the death of the brother or sister of a current spouse, the

spouse of a brother or sister, of the employee's paternal or maternal grandparents provided the employee attends the funeral.

ARTICLE XVI

Jury Duty

It is agreed that the City shall share in any wage loss incurred by a regular, non-probationary, full-time employee because of jury service by payment of the difference between the amount received for such jury service on the day such employee would have been regularly scheduled to work at their regular rate of pay not to exceed twenty (20) days per fiscal year.

ARTICLE XVII

Retirement Plan

- A. The present retirement system including benefits and contributions, as described in Article III, Division 1, of the Alpena City Code as amended by Ordinances 140 and 146, shall continue to be provided to eligible employees.
- B. Compensation for retirement purposes shall include only regular, non-overtime wages for hours actually worked plus holiday and vacation pay. This definition of compensation shall apply to members of this bargaining unit only if and when such definition is put into effect for administrative, non-union employees.
- C. The City will offer two (2) "457" deferred-compensation plans; and each July beginning in 1994, the City will pay into one of the two plans on behalf of each participating employee. The amount shall equal one-half percent (0.5%) in 1994 and one percent (1.0%) in each year thereafter of the employee's gross W-2 wages in the prior calendar year.
- D. Members may elect to withdraw their accumulated contributions in a lump sum at retirement. The regular retirement benefit will be reduced by the actuarial equivalent of their withdrawal based upon PBGC rates or the replacement rates applied to non-union employees.

ARTICLE XVIII

Other Conditions of Employment

- A. Whenever an employee is discharged or suspended, the City shall immediately notify the Unit Chairperson within twenty-four (24) hours.
- B. In the event that the Unit Chairperson is selected by this Union or any labor organization with which this Union is

affiliated to attend any meeting or institutes which necessitates a leave of absence, the Unit Chairperson shall be granted such leave of absence without pay up to five (5) days per year subject to the approval of the City Manager. In the event that the Unit Chairperson attends the convention of the International Union, such leave may be extended to a maximum of thirty (30) days for that year.

- C. The City will provide an adequate bulletin board to be used by the Union; provided, however, that each notice or other matter to be posed shall have the approval of the City Manager. The Union shall be permitted to post without approval notices of Union meetings, Union elections, and results of same, and Union recreational and social events. Employees shall not utilize working time for any such activities.
- D. The International Union representative may visit at reasonable times during working hours but shall not hinder or interfere with the progress of the work.
- E. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

This Agreement supersedes and cancels all prior agreements, whether verbal or written, or based on any alleged practices between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- F. Except as otherwise stated below, an employee covered by this Agreement with five (5) years or more of seniority may, upon written request, and with the approval of the City Manager, be granted a leave of absence without pay and without City-paid benefits of not more than thirty (30) consecutive days. An employee absent on such leave who engages in other employment or who fails to report for work on or before the expiration will be considered as having quit. Such leave shall not be granted in conjunction with the employee's vacation period or a holiday.
 - 1. Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
 - 2. All other leave requests shall state the exact date on which the leave begins, the exact date on which the employee is to return to work, and the reason for the leave.

3. Upon the return of an employee from a leave of absence, such employee shall be reemployed at the same job the employee last performed.
 4. When a leave of absence is granted due to the employee's medical inability to perform their regular job, the leave of absence shall commence following the expiration of accumulated sick leave during which time City-paid health and dental insurance will continue as if the employee were working. If the leave of absence expires without the employee returning to their position, their employment status with the City shall automatically terminate at such time.
 5. The employment of any employee not otherwise eligible for or granted a leave of absence shall automatically terminate upon the failure of the employee to return to their regular work on the third work day following the exhaustion by the employee of all their available leave time.
- G. Administrative and supervisory employees may as a general continuing practice, perform work of the kind performed by the persons under them provided no employee is to be laid off, displaced, or not recalled from a layoff as the direct result of such work performed. Displacement means that an employee is sent home or not recalled for part or all of his scheduled work period.
- H. The City shall provide reasonably safe working conditions.
- I. All members of the bargaining unit shall maintain their residence within a fifteen (15) mile radius of their work station and within Alpena County.

ARTICLE XIX

Bargaining

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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XX

Subcontracting

When the Employer has decided to subcontract work normally performed by bargaining unit employees and for which the Employer has facilities to perform the work, the Employer will notify the Union and, if requested, meet and discuss the subcontracting. This Agreement is not in any way to be construed as prohibiting or preventing subcontracting by the Employer.

ARTICLE XXI

EFFECTIVE DATE/DURATION

This Agreement shall be binding upon the parties hereto, their successors, and administrators. The terms of this Agreement shall become effective as of the date of signing except as otherwise noted, and continue in effect until 11:59 p.m., June 30, 1999. The Agreement shall then be automatically renewed for an additional period of one (1) year unless either party shall notify the other party at least one hundred twenty (120) days before the expiration date of its desire to change or terminate this Agreement. Both parties pledge themselves to meet as soon as practical from the time of such notice for the purpose of negotiating any changes or renewal.

Dated at Alpena, Michigan, this 26th day of June, 1997.

CITY OF ALPENA

Camille Nerkowski
Camille Nerkowski
Mayor

Alan L. Bakalarski
Alan L. Bakalarski
City Clerk

UNITED STEELWORKERS OF AMERICA,
AFL-CIO

George F. Becker
George F. Becker
International President

Leo W. Gerard
Leo W. Gerard, International
Secretary/Treasurer

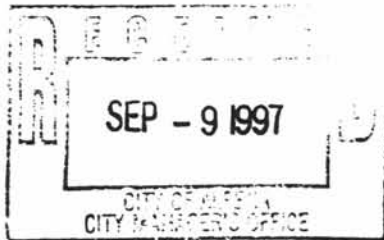
Richard H. Davis
Richard H. Davis, International
Vice President, Administration

Leon Lynch
Leon Lynch, International
Vice President, Human Affairs

Harry E. Lester
Harry E. Lester
District 2A Director

Robert D. Daleski
Robert D. Daleski
Sub-District Director

Julie Krajniak
Julie Krajniak
Committee Person



SCHEDULE A

Classifications and Pay Rates

<u>1996-97</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
Account Clerk	\$8.8779	\$ 9.5438	\$10.2096	\$10.8755	\$11.5413
Cashier Clerk	\$8.4553	\$ 9.0894	\$ 9.7236	\$10.3577	\$10.9913
Office Clerk	\$8.4553	\$ 9.0894	\$ 9.7236	\$10.3577	\$10.9913
Clerk-Typist	\$8.0476	\$ 8.6512	\$ 9.2548	\$ 9.8584	\$10.4620
Receptionist	\$8.0476	\$ 8.6512	\$ 9.2548	\$ 9.8584	\$10.4620

1997-98

Account Clerk	\$9.1442	\$ 9.8301	\$10.5159	\$11.2017	\$11.8876
Cashier Clerk	\$8.7089	\$ 9.3621	\$10.0153	\$10.6684	\$11.3216
Office Clerk	\$8.7089	\$ 9.3621	\$10.0153	\$10.6684	\$11.3216
Clerk-Typist	\$8.2890	\$ 8.9107	\$ 9.5325	\$10.1542	\$10.7759
Receptionist	\$8.2890	\$ 8.9107	\$ 9.5325	\$10.1542	\$10.7759

1998-99

Account Clerk	\$9.3728	\$10.0758	\$10.7788	\$11.4818	\$12.1843
Cashier Clerk	\$8.9267	\$ 9.5962	\$10.2656	\$10.9351	\$11.6046
Office Clerk	\$8.9267	\$ 9.5962	\$10.2656	\$10.9351	\$11.6046
Clerk-Typist	\$8.4962	\$ 9.1335	\$ 9.7708	\$10.4080	\$11.0453
Receptionist	\$8.4962	\$ 9.1335	\$ 9.7708	\$10.4080	\$11.0453

1. No employee shall suffer a reduction in pay as a result of implementation of this pay schedule but shall be paid at the next higher basic pay step.
2. No employee's basic pay rate shall be below the minimum or above the maximum basic pay shown.
3. Upon promotion, an employee shall receive the next higher basic pay step of the new position over the employee's old pay rate and shall receive annual steps thereafter until the maximum basic pay step is reached.
4. New pay rates shown for each succeeding fiscal year shall be effective with the beginning of the pay period first commencing on or after July 1 of that fiscal year.
5. Steps shall be reached upon completion of the number of years of seniority shown for each step.

SCHEDULE B

Insurance Coverage
Subject to Eligibility in Article XIV
of this Agreement

<u>Coverage</u>	<u>City Share of Premium</u>
A. Life Insurance \$10,000 term life	For working employees, City pays 100%
B. Medical/Health Insurance Blue Cross/Blue Shield PPO Plan Known As Community Blue (Option 1-B) with \$5.00 Prescription Drug Co-Pay	City pays 100%
C. Dental Aetna Plan #GP-369320 or equivalent which provides:	For employees hired before 7/1/89: City pays 100%
- Deductible: \$25 per individual with a family limit of \$50. *	For employees hired after 7/1/89: employee pays 100%, City pays 0%
- Benefit: 100% of covered dental expenses for Type I services; 85% of covered dental expenses for Type II services; 50% of covered dental expenses for Type III services.	
- Maximum Benefits: \$1,000 for all expenses in any one calendar year except orthodontic expenses. This maximum applies separately to each insured family member.	
- \$500 for lifetime orthodontic expense of children to age 19.	
- Spouse & Dependent Coverage	For employees hired before 7/1/89: City pays 100%
	For employees hired on or after 7/1/89, employee pays 100%, City pays 0%

* The deductible is waived on Type I services.