

4245

6/30/2001

AGREEMENT

Between

CITY OF ALPENA

Alpena, Michigan

and

UNITED STEELWORKERS OF AMERICA

AFL - CIO

Local No. 203
DPW Workers

Alpena, City of

JULY 1, 1997 – JUNE 30, 2001

Handwritten text on the left margin, possibly a page number or reference.

	AGREEMENT	1
ARTICLE I	PURPOSE OF AGREEMENT	2
ARTICLE II	RECOGNITION-AGENCY SHOP-CHECKOFF	2
ARTICLE III	MANAGEMENT RIGHTS	3
ARTICLE IV	GOVERNMENT LAWS AND REGULATIONS	4
ARTICLE V	SENIORITY	4
ARTICLE VI	HOURS AND OVERTIME	6
ARTICLE VII	HOLIDAYS	8
ARTICLE VIII	VACATION AND SICK LEAVE	9
ARTICLE IX	SAFETY AND HEALTH	11
ARTICLE X	GRIEVANCES	11
ARTICLE XI	COMPENSATION	13
ARTICLE XII	INSURANCE	13
ARTICLE XIII	LONGEVITY BENEFITS	15
ARTICLE XIV	FUNERAL LEAVE	16
ARTICLE XV	JURY DUTY	16
ARTICLE XVI	RETIREMENT PLAN	16
ARTICLE XVII	OTHER CONDITIONS OF EMPLOYMENT	17
ARTICLE XVIII	SUBCONTRACTING	18
ARTICLE XIX	BARGAINING	18
ARTICLE XX	ENTIRE AGREEMENT	19
ARTICLE XXI	DURATION AND RENEWAL	20
	SCHEDULE A	21
	SCHEDULE B	23
	SCHEDULE C	24

AGREEMENT

MEMORANDUM OF AGREEMENT, between the City of Alpena, hereinafter called the City or Employer, and 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 to this Agreement.

ARTICLE II

Recognition-Agency Shop-Checkoff

A. The City recognizes the Union as the sole and exclusive bargaining representative for City employees with the exception of the categories listed in Paragraph B below.

B. The following categories of employees shall not be subject to the terms of this Agreement:

1. All employees in executive, supervisory or clerical positions.
2. All employees in the Police and Fire Departments.
3. All lifeguards, rink patrol, crossing guards and work study participants.

The parties agree to incorporate by reference herein the January 3, 1983 Letter of Understanding as Schedule C.

4. All temporary employees, employed for a period not to exceed six (6) months in a given fiscal year.
5. All part-time employees with a regular workweek of fewer than 36 hours, provided that such employment is used to supplement existing full-time Public Works employees and does not result in a reduction of employees represented by the union.

Should the existing number of full-time employees (as of July 1, 1997) be reduced, then employees will be limited to numbers 1, 2, 3, and 4 above.

C. 1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Employer, whichever is the later, become members, or in the alternative shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Employer, whichever is the later, as a condition of employment, pay to the Union the initiation fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

2. 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.
 3. An employee who shall tender or authorize the deduction of initiation fees and 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).
 4. The Employer shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of the initiation fee and/or membership dues (or fees).
 5. The Union shall refund to the employee Union dues and initiation fees, assessments erroneously deducted by the City and paid to the Union.
- D. The City will check off monthly dues, agency shop fees, assessments and initiation fees each as designated by the International Secretary/Treasurer of the Union, as membership dues in the Union, for every employee who has agreed to it in writing. Such designation also included the procedures to be followed.
 - E. The pay referred to for the deduction of dues, initiation fees shall be the first pay closed and calculated in the month.
 - F. The Union shall notify the City in writing of the amount of the dues and initiation fees to be deducted and whenever they are changed thereafter. Application for checkoff of dues and initiation fees shall be made by individual employees on a form to be furnished by the Union.
 - G. A list of the employees names from whom dues and initiation fees have been deducted shall be furnished to the International Secretary/Treasurer of the Union at the time that the dues and initiation fees are remitted. This shall be done within one week after payday.
 - H. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or omitted by the City for the purposes of complying with this Article. In the event any such claim, suit or other action is commenced against the City, the Union shall intervene and defend in said claim, suit or other action.

ARTICLE III

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 express provisions of this Agreement.
- B. 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 express provisions of this Agreement.
- C. The City has the right to determine, change, and require hours of work, work schedules, and overtime work subject to the terms and provisions of this Agreement. 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 promulgate reasonable rules and regulations affecting the employees covered by this Agreement. The City has the right to determine the nature and number of facilities and departments to be operated and their location, as well as the right to discontinue, combine or reorganize any part or all of its operations.

- D. The City has the right to hire, select, and direct the work force and to assign, promote, transfer and layoff 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, providing the City, in exercising these rights, does not violate the express provisions of this Agreement.

ARTICLE IV

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 V

Seniority

- A. Seniority shall be defined as the length of continuous full-time employment in a position covered by this contract from the employee's most recent date of hire or rehire.

- B. Probationary Period.

Employees shall be considered on a probationary or trial basis for the first six (6) months of 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 in accordance with Article V, G, when properly notified, or
 - d. Is laid off or has not worked for the City for a continuous period of thirty-six (36) 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. 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.
 3. Seniority shall continue to accrue during absences due to injury or disease.

D. Seniority Lists.

1. The City shall make available a seniority list with the execution of this Agreement and shall update annually.
2. Notwithstanding any of the seniority rules contained herein, the Local Union President and Chief Steward shall be the last persons laid off from the bargaining unit.

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 reserves the right to either fill or not fill temporary vacant positions, and to assign all or part of the duties of an absent employee among the remaining employees, to be performed in addition to their regular duties.

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 of setting reasonable qualifications for any vacancy. Forms for making application will be made available to the employees. 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 determined by the City to be approximately equal, the vacancy shall be filled by the more 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 trial period of two full (2) months which may be extended by mutual agreement between the Union and the City. In the event the employee fails to satisfactorily complete the trial period, or elects to return to his/her former job classification during said period, he/she shall be reinstated to his/her former position.

G. Layoff and Recall.

1. When a reduction in the working force is necessary, employees may bump less senior employees 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, provided that the employee is physically able and possesses sufficient ability to satisfactorily perform the work without additional training.

Whenever an employee is to be laid off, the City shall notify the employee and the Chief Steward at least one (1) week in advance unless circumstances make such notice impractical.

2. An employee's recall rights shall be limited to thirty- six (36) months. Subject to these limits, if and when the employee is recalled, he or she shall be recalled in reverse order of their layoff. No employee can be recalled to a position unless he/she is physically able and possesses ability to satisfactorily perform the work without additional training, as determined by the City.
3. The laid-off employee shall report back to work on recall within five (5) working 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. If the City requires the recalled employee to take a physical exam, the recalled employee will be available for the physical exam on twenty-four (24) hours notice. The recalled employee will be available to report to work upon notice by the City of a satisfactory physical exam.

H. Military Service.

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

ARTICLE VI

Hours and Overtime

- A. The regular workweek shall consist of 40 hours on a schedule of five (5) consecutive days, eight (8) consecutive hours per day.
 1. There shall be a one-half hour unpaid lunch period each day for all day employees.
 2. Coffee breaks shall be permitted at mid-morning and mid-afternoon each day. These breaks shall be for a period of 10 minutes. Coffee breaks shall only be taken on the job assignments.
 3. Employees working overtime shall take coffee breaks and meal breaks similar to those provided in Sections A, 1 and A, 2 above; however, whenever an employee works six (6) or more consecutive hours of overtime, they shall be entitled to a half (1/2) hour paid meal break.
 4. Whenever an employee works the afternoon or weekend shift at the Mich-e-ke-wis Ice Arena, they shall receive a half (1/2) hour paid lunch break.
- B. Overtime shall be defined as follows: All hours paid over 40 in any one workweek shall be at 1½ times the employee's regular straight-time hourly rate of pay.

Consecutive Overtime

The City can require consecutive overtime. Consecutive overtime may be assigned to the employees who were performing the work during their normal work hours.

Call-In Overtime

A list, known as the voluntary overtime list, shall be maintained of all employees desiring to work overtime. Call-in overtime work appointments shall be offered to employees on the voluntary overtime list in sequential order. When an employee's turn is reached, the employee must accept the overtime event or his/her name will be taken off the list for approximately three months, at which time his/her name will be placed at the bottom of the non-voluntary list.

In the event that there are insufficient names on the voluntary overtime list to meet the overtime demand, employees will be called in to work in order as their names appear on this list. All employees contacted must report for work unless written documentation from a physician is provided verifying that the employee was not physically capable of working during that time.

Overtime will not be paid for time not worked.

C. Reporting and Call-in.

1. Daily starting and ending times shall be established by the immediate supervisor; however, the City shall give an employee at least a 48-hour notice if it changes the starting time by more than two (2) hours. In the event an employee is called in to work a schedule that differs from the employee's regular work schedule for that day by more than two (2) hours and a 48-hour notice was not given, all hours worked outside the employee's regular work schedule shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate. The employee shall be paid at the employee's regular rate for all hours worked during the regular work schedule for that day. A payment of time and one-half (1-1/2) in accordance with this provision shall be counted toward any overtime compensation required.
2. Any employee who is called in by his/her immediate supervisor on a day off or after leaving work for the day shall be paid a minimum of two and one half (2.5) hours at the employee's regular rate of pay.
3. Employees reporting for work on their regular shifts without having been properly notified that there will be no work shall receive a minimum of three (3) hours pay at the employee's regular rate of pay.
4. Employees absent from work due to claimed illness or otherwise shall inform the supervisor of such absence by telephone prior to their starting times.

D. The union and city are working diligently to provide a reasonable accommodation for the return of Bernard Szymanski. To assist in providing that reasonable accommodation to Bernard Szymanski, the daily work hours and weekly work guarantees will not be applied to him. The city will make a good faith effort to seek to provide Bernard Szymanski with eight (8) hours per day, forty (40) hours per week of work.

ARTICLE VII

Holidays

A. The following days shall be recognized as holidays:

New Year's Day	Good Friday
Decoration Day	Independence Day
Labor Day	Thanksgiving Day
The day preceding Christmas 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 four (4) working days advance notification to and approval by the employee's supervisor. In case of emergency the four (4) days advance notification for floating holidays may be waived by the Division Head. If December 24th falls on Saturday or Sunday, the holiday shall be considered the preceding Friday. 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 months in the prior fiscal year to be entitled to the floating holiday(s).

- 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 straight-time hourly rate of pay, provided the employee meets all of the following conditions:
 - a. Works full-time and has satisfactorily completed his/her probationary period prior to the date of the holiday.
 - b. Shall have worked his or her last full scheduled work day preceding the holiday and also on his or her first full 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 if he or she meets all the other conditions stipulated.
 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 and one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he or she shall receive the balance of his or her eight (8) hours for hours not worked at the employee's regular straight-time hourly rate of pay.
 4. For the purpose of this paragraph, a holiday is defined as the twenty-four (24) hour period beginning at 12:00 a.m. on the day of the holiday.

ARTICLE VIII

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 his/her 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 he/she is hired.

- C. Vacation Schedule.
 - 1. Eligible employees shall receive the total allotment of vacation as shown in the following schedules if an employee has actually worked twelve (12) full calendar months in the prior fiscal year. If less than twelve (12) full calendar months have been actually worked by an employee, that employee shall be entitled to a prorated amount of the total vacation allotment based on their actual number of full months worked. The prorated vacation allotment shall be made to the nearest full day.
 - 2. Eligible employees shall receive vacation step-up in accordance with the following schedule:

Completed Years of Service Rounded to the Nearest Whole Year (Subject to C-1 Above) <u>As of July 1</u>	Annual Vacation <u>(8-hour work days)</u>
1 year	5 Work Days
2 years	10 Work Days
8 years	15 Work Days
15 years	20 Work Days
20 years or more	25 Work Days

- D. Vacation Allowance.
 - 1. Computation of pay for each day of vacation shall consist of eight (8) hours of the individual employee's regular straight time hourly rate of pay.
 - 2. All vacations shall be scheduled by the Department Supervisor consistent with the operational needs of the department and next with consideration for the seniority and desires of the employees concerned. Requests shall be made by March 1 of the vacation year; thereafter vacations will be considered in the order received without regard to seniority.

Memorandum of Understanding
Between the City of Alpena
and the
UNITED STEELWORKERS OF AMERICA
AFL - CIO
Local No. 203
DPW Workers

D. Vacation Allowance:

1. Computation of pay for each day of vacation shall consist of eight (8) hours of the individual employees' regular straight time hourly rate of pay.
2. All vacations shall be scheduled by the Department Supervisor consistent with the operational needs of the department, and next with consideration for the seniority and desires of the employees' concerned. Requests shall be made by March 1st of the vacation year; thereafter vacations will be considered in the order received without regard to seniority.
 - A. Employees by seniority may exercise their vacation preference by first choice, second choice, and third choice.
 - B. Employee's first and second choice must be no less than five (5) consecutive days and no more than ten (10) consecutive days.
 - C. Third choice may be in day or days at a time.
3. An employee must take his or her vacation time off. If an employee does not take his or her vacation in the vacation year, he or she shall lose all accrued and unused vacation for that year. Any employee asked by the City not to take his or her vacation after the vacation time has been approved, shall have the opportunity to take vacation time off for vacation purposes before the end of the vacation year or the employee shall be paid for such time.
4. Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to a subsequent date, which will not conflict with another employees' vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the employees' immediate supervisor.
5. When an employee quits **or retires with proper notice**, or dies, the employee or the employees' 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.

6. The city will notify all employees by February 1st of the current vacation year of all unused vacation and floating holidays that are not scheduled. Employees must make application for all unused days by March 1st of the current vacation year. All unused days will be lost as of June 30th of each year.


7. The City of Alpena agrees to allow Milton Hanson to carry over 8 hours, Daniel Morrison 16 hours, and Bernard Szymanski 24 hours of vacation and/or floating holidays to this current vacation year. All vacation and floating holidays carried over must be used under the terms of our existing contract and within the next sixty (60) days.

Dated this 12th day of Nov., 1998

City of Alpena

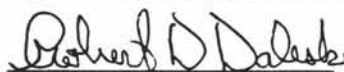


Alan Bakalarski
City Manager



Donna Hammerquist
City Clerk/Treasurer/Finance
Director

United Steel Workers of America



Robert D. Daleski



- A. Employees by seniority may exercise their vacation preference by first choice, second choice, and third choice.
 - B. Employees' first and second choice must be no less than five (5) consecutive days and no more than ten (10) consecutive days.
 - C. Third choice may be in day or days at a time.
3. An employee must take his or her vacation time off. If an employee does not take his or her vacation in the vacation year, he or she shall lose all accrued and untaken vacation for that year. Any employee asked by the City not to take his or her vacation after the vacation time has been approved, shall have the opportunity to take vacation time off for vacation purposes before the end of the vacation year or the employee shall be paid for such time.
 4. Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the employee's immediate supervisor.
 5. 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.
- E. Sick Leave.
1. Non-probationary members of the bargaining unit shall accumulate sick leave at the rate of one (1) eight-hour day of sick leave for each full month worked. The maximum accumulation shall be sixty-five (65) days.

Those employees having an accumulation in excess of sixty-five (65) 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 sixty-five (65) days.
 2. Sick leave may be used only for cases of actual sickness, injuries, or operations. Sick leave will be allowed for on-the-job injuries until Worker's Compensation makes payment. Employees shall not receive sick leave and Worker's Compensation for the same days of occurrence.
 3. Sick leave will be paid only if the employee makes every reasonable effort to notify his or her Department Head before the start of his or her scheduled day of work.
 4. In each case of a request for sick leave, the employee will be requested to sign a statement of request.
 5. The Department Head may require a doctor's certificate of other proof acceptable to his or her Department Head in addition to the employee's statement. The Department Head shall not unreasonably impose such requirement.
 6. As to those employees who retired on or after July 1, 1975, said retired employee shall receive one-half of his or her accumulated sick leave based on average hourly straight time rate at the time of retirement.

- F. Vacation, sick leave, and other paid time off benefits shall not be earned or accrued while an employee is absent from work for more than thirty (30) calendar days except when the employee is on a paid vacation; however, an employee would continue to earn vacation while off work on a paid sick leave. Paid sick leave shall not include time off while an employee is receiving long-term disability, workers compensation, or other insurance benefits.

ARTICLE IX

Safety and Health

- A. The City shall provide reasonably safe working conditions.
- B. The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.
- C. There shall be a joint Safety and Health Committee, comprised of 2 members of the bargaining unit and 2 members of the City, to meet at reasonable times as needed, with lost time paid.

ARTICLE X

Grievances

- A. The Union shall be entitled to form a Grievance and Negotiation Committee consisting of two (2) members which will be the Local Union President and Chief Steward.
- B. The Local Union President and Chief Steward shall be compensated at their proper rate of pay for all working time lost in scheduled meetings with management to adjust grievances. The Local Union President and Chief Steward shall not stop work to conduct Union business without the consent of the City Department Head.
- 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 or application or violation of any express provision of this Agreement.
- D. When an employee is given a letter of disciplinary warning that is entered in his or her personnel record, the Chief Steward 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 the matter up with the employee's immediate supervisor, with either the Local Union President or the Chief Steward 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 Chief Steward shall have reasonably known of such facts, whichever is later, the grievance shall be reduced to writing by the Chief Steward and a copy given to the Department Head. The Department Head or his designee, together with the employee and the Chief Steward, shall meet within five (5) working days and try to resolve the matter.

3. If Step 2 does not effect a settlement, the written grievance shall be referred to the City Manager or the City Manager's designee, and International Representative within fourteen (14) days. The City Manager or his designee and a representative of the International Union together with the Grievance Committee shall meet at the City Hall within fourteen (14) days after receipt of the written grievance and attempt settlement. Within seven (7) days after conclusion of this meeting the City Manager shall submit to the Union a written statement of the City's decision or position with respect to such grievance.
4. Should Step 3 not resolve the grievance, either party may seek recourse in arbitration, not later than forty (40) calendar days after the City's Step 3 answer. A request for arbitration must be in writing with a copy to the other party. The request for an Arbitrator may be submitted to the Federal Mediation and Conciliation Service. Their rules shall be governing 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. The Union shall not be required to process an employee's grievance if, in the opinion of the Union, said grievance lacks merit. No grievance shall be considered if not filed or processed within the time limits set forth in this Article.
5. The cost of such arbitration shall be borne equally by the City and the Union and the decision of the Arbitrator shall be final and binding on both parties.
6. 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 his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing 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.
7. 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.
8. Time steps in the grievance procedure must be complied with and may be mutually extended only by written agreement.
9. 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 or the employee's supervisor or both be called in to discuss the details of the grievance in the presence of the proper representatives of both the City and the Union.
10. The grievance procedure described herein shall be the exclusive remedy for claims arising hereunder.

ARTICLE XI

Compensation

- A. Attached to and forming part of this Agreement as Schedule A is a list of pay grades and minimum wage rates.
- B. In the event the City establishes a new position or makes substantial changes to an existing position, the City shall establish the rate of pay, subject to negotiation with the Union if the Union requests negotiation.
- C. Payment of wages shall be made every other Thursday, unless a holiday, in which event, the City shall attempt to pay on Wednesday, but no later than Friday.

ARTICLE XII

Insurance

- A. The City shall provide to regular full-time employees medical insurance with medical benefits similar to those in effect prior to the signing of this Agreement, except as otherwise stipulated herein. (See Schedule B for details of existing coverage.) 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 absent employee has exhausted their 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, except as set forth in Article XVII.8.
- 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 Workers 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 Workers 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 Workers Compensation, or receives retirement benefits from the City.
- D. The City will pay one-half (1/2) of a retired employee's individual cost of medical insurance to a maximum amount of \$70.00 per month until their sixty-fifth (65th) birthday; and thereafter such medical coverage will be available at the retiree's cost.
- E. Spouses and dependents of employees covered by this Agreement will become eligible for City-paid health insurance coverage upon an employee's completion of twelve (12) full calendar months of employment. Medical insurance coverage to the spouse and dependents of said eligible employees, with less than twelve (12) full months of employment, will be available at the employee's expense. In such case, the employee's share of the premium will be the amount that is in excess of the premium amount for employee-only coverage.
- F. Eligibility requirements for City provided insurance shall be in accordance with the rules and requirements established by the insurance carrier. The cost of satisfying any eligibility requirements shall be the responsibility of the employee.

- G. Dental benefits may be available to employees hired or rehired on or after July 1, 1985 at the employee's cost. The City shall not be obligated to pay for any of the cost of dental insurance benefits for employees hired or rehired on or after July 1, 1985.
- 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 will discontinue the practice of City-paid life insurance for all retirees retiring on or after July 1, 1988.
- J. Effective May 1993, the City's contribution toward payment of an employee's medical insurance shall not exceed the cost of a corresponding plan from the previous year by more than 10%. The employee's most recent designation under the 'single, two person, or family' classification shall be used as the basis of comparison of current cost to cost under the preceding year, irrespective of the employee's previous classification.

The employees shall establish a health care committee by September 1, 1992, to study and recommend the medical insurance plan of the group. The City shall notify the health care committee within three working days of receipt of a written notice from the insurance provider of any rate change. The committee shall direct amendments to the group health insurance plan of the bargaining unit for the purpose of reducing the insurance rates. The committee shall communicate such amendments in writing to the City. The City will submit any necessary documentation to initiate the amendments to the insurance carrier within 5 working days from receipt of the committee's written notification of the amendment. The savings generated through any rate reductions initiated by the committee will be applied to offset current or future medical insurance costs in excess of the City's contribution. Any costs for medical insurance in excess of both the City's contribution and the committee generated rate reduction savings shall be paid by the employees. An employee's share will be computed according to his/her relative percentage of the total medical insurance cost of the group.

- K. 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) months.
 - 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 XIII

Longevity Benefits

Only employees covered by this Agreement who were hired prior to January 1, 1988, and working in positions covered by this Agreement on a regular and full-time basis, will be eligible to receive longevity pay in accordance with the following rules and regulations:

All longevity pay determinations shall be based on six-month periods of earned seniority, July 1 to December 31 and January 1 to June 30. References to "specific six-month period" 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 seniority	\$200.00
Completion of fifteen (15) years of seniority	\$400.00
Completion of twenty (20) years of seniority	\$600.00
2. Temporary or part-time employment shall not accumulate for longevity time.
3. Longevity payments will be received on the payday preceding December 1 and the payday preceding June 1.
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 his 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 his or her own convenience and at a subsequent time returns to employment by 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 services.
9. Unpaid interruptions of employment accumulating to twenty-two (22) eight (8) hour work days in any specific six-month period or thirty (30) consecutive calendar days in any specific six-month period shall void the longevity payment for that period.

The same rule shall apply in computing the 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, 1963 - First payment due

CASE III Employee "Z"
August & Sept., 1963 - 35 days unpaid leave (Rule 9)
December 1, 1963 - First payment due

June 1, 1964 - No payment due. In addition, the specific six month period from July 1 to December 30 of 1963 is stricken from accumulated time toward 15 year longevity increase.

ARTICLE XIV

Funeral Leave

All non-probationary members of the bargaining unit will be permitted, upon properly notifying the Department Head, to be absent from work without loss of pay upon the occurrence of the death 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, and provides proof satisfactory to the City of attendance at 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, or the employee's paternal or maternal grandparents, provided the employee attends the funeral, and provides proof satisfactory to the City of attendance at funeral.

ARTICLE XV

Jury Duty

It is agreed that the City shall share in any wage loss incurred by a regular employee because of jury service by payment of the difference between the amount received for such jury services on the day such employee would have been regularly scheduled to work at his or her regular rate of pay, not to exceed thirty (30) days per fiscal year.

ARTICLE XVI

Retirement Plan

Section 1:

The present retirement system for the "General City members," as described in Article III, Division 1 of the Alpena City Code, as amended, shall continue to be provided to eligible employees, retiring before July 1, 1988.

Section 2:

The present retirement system for the "General City members," as described in Article III, Division 1 of the Alpena City Code, as amended, shall continue to be provided to eligible employees retiring on or after July 1, 1988, except that compensation for retirement purposes shall include only regular, non-overtime wages for hours actually worked, plus holiday and vacation pay.

Section 3:

For retirements effective June 1, 1988 through June 30, 1988, employees subject to this Agreement will be eligible to retire, and receive full retirement benefits, if the employee has 10 or more years of service with the City, and if the sum of an employee's age and years of service (excluding unpaid time off) exceed 85. After June 30, 1988, eligibility will return to age 60 with 10 or more years of service. Effective July 1, 1999, retirement eligibility will be age 55 with 15 years of service or age 60 with 10 years of service.

Section 4:

The City will offer two (2) "457" deferred compensation plans. The City will pay in July of each year into one (1) of the two plans on behalf of each participating employee an amount equal to two percent (2%) of the employee's gross wages of the prior calendar year.

Section 5:

If the effective date of the member's retirement is on or after January 1, 1998, a pension which when added to the member's annuity will produce a level straight life retirement allowance equal to the number of years, and fraction of a year, of his credited service multiplied by the sum of one and three tenths (1.3) percent of the first forty-eight hundred dollars (\$4,800.00) of his final average compensation and two and zero tenths (2.0) percent of the portion, if any, of his final average compensation which is in excess of forty-eight hundred dollars (\$4,800.00).

Section 6:

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 XVII

Other Conditions of Employment

1. Whenever an employee is discharged or suspended, the City shall notify the Unit Chairperson as soon as practical.
2. In the event an employee or employees are selected by this Union or any labor organization with which this Union is affiliated to attend any meetings or institutes which necessitate a leave of absence, he or she may be granted such leave of absence without pay up to 15 days per year subject to the prior approval of the employee's Department Head.
3. A full month is defined as a calendar month in which an employee has been paid for at least seventeen (17) days. Leaves granted in accordance with paragraph 2, above, shall be considered as days paid for this purpose.
4. The City will provide an adequate bulletin board to be used by the Union; provided, however, that each notice or other matter to be posted shall have the approval of the City Manager.

5. Supervisory personnel may perform bargaining unit work in the following circumstances: (1) in the instruction and training of employees; (2) as needed to facilitate operations of an urgent nature or where delegation of such work would be impractical.
6. The International Union representatives may visit the departments at reasonable times during working hours but shall not hinder or interfere with the progress of the work.
7. Employees elected to a political office shall be granted a leave of absence for the term or terms of such office.
8. An employee may, upon written request, with approval of the City Manager or his designee, be granted a leave of absence without pay for not more than thirty (30) consecutive days. This may be extended upon approval of the City Manager or his designee. Health insurance costs shall be paid by the City in the customary manner set forth in this agreement for a leave of absence without pay for a period not to exceed thirty (30) consecutive days, after which time all costs to continue health insurance coverage shall be paid by the employee.
9. Safety shoes are mandatorily required. The City will reimburse the employee for the purchase of such shoes, a sum not to exceed seventy (\$70.00) dollars annually, payment to be made not later than sixty (60) days after such employee presents proof of payment for same.
10. All employees who are hired after July 1, 1997, shall, as a condition of employment, reside in and maintain their actual domicile within a 15-mile radius of the work site.

ARTICLE XVIII

Subcontracting

The Employer reserves the right to subcontract bargaining unit work when it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. The employer agrees to provide advance notice of intent to subcontract and the Union has the right to request discussion of intended activity.

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

Entire Agreement

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.

ARTICLE XXI

Duration and Renewal

The parties hereto agree to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed or national origin.

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 until June 30, 2001. 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 on 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 7th day of January, 1998.

CITY OF ALPENA

Camille Nerkowski
Camille Nerkowski
Mayor

Donna Hammerquist
Donna Hammerquist
City Clerk/Treasurer/Finance Director

UNITED STEELWORKERS OF AMERICA,
AFL-CIO CLE

George Becker
George Becker
International President

Leo Gerard
Leo Gerard
International Secretary/Treasurer

Richard Davis
Richard Davis
International Vice President

Leon Lynch
Leon Lynch
International Vice President

Harry C. Lester
Harry Lester, District Director

Robert D. Daleski
Robert Daleski, Sub-District Director

Ronald Zorke

Michael H. Leslie

SCHEDULE A

Section 1:

During the term of this Agreement, the following wage rates for the Department of Public Works shall be effective:

<u>Pay Grade</u>	<u>Effective with the First Pay Period Beginning on or After</u>			
	<u>7-1-97</u>	<u>7-1-98</u>	<u>7-1-99</u>	<u>7-1-00</u>
Technician I	\$12.65	\$12.74	\$12.95	\$13.17
Technician II	\$12.22	\$12.31	\$12.52	\$12.73
Technician III	\$11.79	\$11.88	\$12.08	\$12.28

Section 2:

The basis for classification of employees under the pay grades set forth in Section I shall be as follows:

A. Technician III.

A new regular full-time employee will normally be classified as a Technician III and hired at a rate to be determined by the City. These employees must possess a valid driver's license and must obtain a CDL within one (1) year of hire with the State of Michigan and may include licensed and/or certified tradesmen that perform certain trades or specialized duties deemed necessary by the city. However, the City may hire employees into higher levels if it deems it appropriate to do so. Upon completion of one (1), two (2), and three (3) years of continuous full-time service with the City, an employee will receive an annual step increase, the amount of which shall be determined as follows:

One Year of Service

60% of the difference between entry level rate and Technician III pay grade for that year;

Two Years of Service

70% of the difference between the rate prior to second year step increase and the Technician III pay grade for that year;

Three Years of Service

100% of the difference between the rate prior to the third year step increase and the Technician II pay grade for that year.

B. Technician II.

In order to be eligible for promotion to a Technician II classification, an employee shall have attained a license and/or certification as determined by the city and/or the appropriate training, skills, aptitude and willingness to have fulfilled all of the following:

1. has been employed by the City DPW on a regular full time basis for at least three years;
2. possesses a valid CDL license with the State of Michigan;

3. has received written certification by the Department Head pursuant to the Department Head's and Supervisor's review to have acquired sufficient training, experience, skill and care to satisfactorily operate the following vehicles/ equipment: snow plow; dump truck; medium duty tractors including front end loader and back hoe; and light duty articulated tractors.

C. Technician I.

The City shall determine the type and number of Technician I positions needed for the routine operation of the department. The Department Head shall submit all requests, with supportive documentation, for change in the Technician I positions to the City Manager for consideration. To qualify for an available Technician I position, an employee shall demonstrate satisfactory skill, willingness, safety, and training for the regular performance of all functions, as set forth under description 1, 2, or 3 below:

1. Master Equipment Operator/Crew Leader.

A person in this classification shall:

- a. possess a valid CDL license with the State of Michigan
- b. be proficient in the operation of all Department heavy equipment including the grader and heavy duty front end loader;
- c. will share in the responsibility of being 'on call' to respond to emergencies as deemed appropriate by the Department Head;
- d. serve as 'crew leader' for assigned projects;
- e. operate the Second Avenue draw bridge;
- f. be willing to perform tasks which may involve certain hazards and/or require special skills.

2. Licensed and/or Certified Tradesman

Be licensed and/or certified tradesmen to perform certain trades or specialized duties deemed necessary by the City.

3. Stock Clerk

Maintains proper records of departmental operations including time sheets, equipment usage, material and parts inventories, security of tools and equipment, and computerized applications.

Section 3:

All employees shall perform such duties and operate such equipment as deemed appropriate by the City, irrespective of the employee's classification.

All mechanics must maintain a satisfactory inventory of the following:

1. Hand tools
2. Power tools
3. Tool boxes
4. Tool cabinets
5. Diagnostic equipment

SCHEDULE B

INSURANCE COVERAGE

Subject to Terms in Article XII of this Agreement

A. LIFE INSURANCE
\$10,000 Term Life to be paid by the City

B. MEDICAL/HEALTH INSURANCE

Community Blue PPO Option 1 with Preferred Rx Drugs \$5 Co-Pay W/MOPD and Vision Rider.

C. DENTAL

Aetna Plan #GP-369320, or equivalent which provides:

- Deductible: \$25 per individual, with a family limit of \$50.*
- 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 and Dependent Coverage

* The deductible is waived on Type I services.

SCHEDULE C

CITY OF ALPENA
Alpena, Michigan 49707

January 3, 1983

Mr. William Scoggins
Sub-District Director
United Steelworkers of America
AFL-CIO-CLC
2477 U.S. 23 South
Alpena, Michigan 49707

Dear Mr. Scoggins:

This will confirm our agreement as follows:

For the term of the collective bargaining agreement between the City of Alpena and the United Steelworkers of America, AFL-CIO-CLC, from July 1, 1982 through June 30, 1985 (hereinafter referred to as the labor contract), and for the term of each labor contract thereafter, the City may, at its discretion, employ lifeguards, rink patrols, crossing guards and work study participants. Work study participants may perform laborer's work as directed by the City. Lifeguards, rink patrols, crossing guards and work study participants will have no re-employment rights beyond completion of their employment. They shall not accrue seniority for any purposes, nor shall they have any of the rights, privileges, or benefits of the labor contract. Said persons shall not be entitled to any of the benefits provided by the City, except the rate of pay as determined by the City. Said persons shall be exempt from any and all coverage under the City's Civil Service System.

Very truly yours,

Allan H. Green
City Manager

Accepted and Agreed

William Scoggins
Sub-District Director
United Steelworkers of America
AFL-CIO-CLC

Date

C:\My Documents\DPW CONTRACT FINAL.DOC

UNITED STEELWORKERS OF AMERICA
AFL-CIO/CLC
DISTRICT 2
Northern Michigan Sub-District
2477 U.S. 23 South
Alpena, MI 49707
(517) 354-2138 (517) 354-5624 FAX

MEMORANDUM

TO: David S. Nordquist, Public Works Administrative Officer

FROM: Robert D. Daleski, Sub-District Director, United Steelworkers of America, Local Union 203

SUBJECT: Uniforms

DATE: May 15, 1996

The United Steelworkers of America, Local 203, is in concurrence with the offer made by the City of Alpena to provide uniforms for the Department of Public Works employees.

Robert D. Daleski

RDD:ms

