

6690

6/30/2004

**LABOR AGREEMENT BETWEEN THE MARQUETTE CITY COMMISSION**

**AND**

**THE MARQUETTE CITY HALL EMPLOYEES**

**CITY HALL CHAPTER**

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

**JULY 1<sup>ST</sup>, 2000 - JUNE 30<sup>TH</sup>, 2004**

*Marquette, City of*

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the City, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of work force and increase or decrease its size;
- F. To hire, assign, and lay off employees, to reduce the work week or the work day;
- G. To permit municipal employees, not included in a bargaining unit, to perform bargaining unit work only in the case of emergency;
- H. To direct the work force, assign work and determine the number of employees assigned to operations;
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- J. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- K. To establish work schedules;
- L. To discipline and discharge employees for cause;
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. To transfer, promote and demote employees with proper justification;
- O. To assess the qualifications and competency of employees to perform available work;

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

**ARTICLE #3**

**AID TO OTHER UNIONS**

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

**ARTICLE #4**

**AGENCY SHOP / UNION SECURITY**

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

**ARTICLE #5**

**DUES CHECK-OFF**

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the union that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) **calendar** days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary - Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

C. The Employer agrees to provide this service without charge to the Union.

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

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the representation fee as provided in a written authorization in accordance with the standard form provided by the union that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) **calendar** days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

B. The amount of such representation fee will be determined as set forth by the Dues - Check Off Article.

C. The Employer agrees to provide this service without charge to the Union.

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

A. **WHEN DEDUCTIONS BEGIN:** Check-off deduction under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. **REMITTANCE OF DUES AND FEES:** Deductions for any calendar month shall be remitted to such address designated to the designated officer of Michigan Council #25, A.F.S.C.M.E., AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) working days following the date on which they were deducted.

C. The Employer shall additionally indicate the amount deducted and notify the financial office of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

**ARTICLE #8**                      **UNION REPRESENTATION**

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

City Hall	1 Steward, 1 Alternate
Municipal Service Center / Arena	1 Steward, 1 Alternate

- B. The Employer will be notified in writing of the names of the stewards and alternate stewards following an election. Alternate stewards would serve only in the absence of a regular steward.
- C. Either stewards or the Chapter Chairperson (but not both) may investigate and present grievances to the Employer in accordance with this agreement. The Chapter Chair or Stewards will notify their supervisor prior to any time spent away from their work to investigate or present grievance. It is understood and agreed that there are certain emergency circumstances that arise in which the steward or employee may not be able to be released; during these times, the steward will be given reasons why the affected employee (s) cannot be released and an alternate time will be scheduled at a mutually agreeable time. If time cannot be scheduled prior to the end of the shift, time deadlines for grievances shall be extended in writing for a period of one (1) work day.
- D. Employees covered by this Agreement will be represented in negotiations by no more than six (6) negotiating committee members including the Staff Representative.
- E. In the event negotiations are carried on during normal working hours, the negotiating team shall not suffer loss of pay.

**ARTICLE #9**

**SPECIAL CONFERENCES**

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

**ARTICLE #10**

**GRIEVANCE PROCEDURE**

- A. "Grievance" means any dispute regarding the meaning / interpretation or alleged violation of the terms and provisions of the Agreement, as written. However, any party to this agreement may meet informally with the employer to discuss any work-related matters prior to the initiation of a grievance.
  - 1. In order to be a proper matter for grievance procedure, the grievance must be presented within ten (10) working days of the employee's or the Union's knowledge of its occurrence.
  - 2. The Employer will answer, in writing, any written grievance presented to it by the



Union.

3. There shall be one original grievance which will be passed on from step to step in the grievance process. Copies shall be made at the various steps.
4. For the purpose of this Article, holidays, sick leave, vacation, personal time and funeral leave will be excluded from all time limits.
5. It is recognized that the employee may at his discretion choose to be represented by the Steward or Chapter Chairperson at step 1 of the grievance process.
6. Grievances involving suspension or discharge shall commence at step 2 in accordance with the discharge and suspension article.
7. All grievances shall be delivered in person at each step of the grievance process and the date of receipt shall be noted in writing on the grievance form.

### **GRIEVANCE STEPS**

#### **STEP 1 - DEPARTMENT HEAD**

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

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

#### **STEP 2 - HUMAN RESOURCES MANAGER**

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

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

#### **STEP 3 - CITY MANAGER**

- a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the

Chapter Chairperson shall present the grievance to the City Manager, within ten (10) working days of the signed response from the Human Resources Manager for the purpose of attempting to resolve the grievance. A meeting between the parties involved will take place within ten (10) working days of the City Manager's or his designated representative's receipt of the grievance. The City Manager shall respond in writing to the Chapter Chair Person within ten (10) working days of the meeting. The Union Staff Representative will attend this meeting if requested by either party.

#### **STEP 4 - ARBITRATION**

- a. If the answer of the City Manager is still not satisfactory to the Union, the Union shall have the right to proceed to have the matter arbitrated by filing a written request for same with the American Arbitration Association in accordance with A.A.A. rules and procedures. This request must be submitted to A.A.A. within thirty 30 working days of receipt of written response from the City Manager.
- b. There shall be no appeal from an arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud, in which case, either party shall have the right to appeal to a court of proper jurisdiction. The arbitrator shall make a judgement based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement.
- c. The award of the arbitrator shall be binding on the Union, its members and the Employer and the Employer's agents.
- d. The expenses for the arbitrator shall be the sole responsibility of the unsuccessful party to the arbitration. In the event of a split award by the arbitrator the parties will equally share the expenses of the arbitrator. Each party shall be liable for any expenses incurred on its own behalf.
- e. If either party misses any of the time deadlines as set forth in any of the above steps (unless such time limits are waived in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

#### **ARTICLE #11**

#### **DISCHARGE AND SUSPENSION**

- A. Notice of Discharge and Suspension: The Employer agrees, promptly upon the discharge or suspension of any employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward. Upon request, the employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

- C. Appeal of Discharge or Suspension: Should the discharged or suspended employee and / or the steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, it shall be subject to the Director of Human Resources step of the grievance procedure.
- D. Use of Past Record: In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously or two (2) years from the time the infraction was brought to the attention of the employer.
- E. The Employer agrees that the generally accepted concept of progressive discipline will be utilized when disciplining employees, depending on the severity of the offense.

**ARTICLE #12**

**PROBATIONARY EMPLOYEES**

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

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

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

**ARTICLE #13**

**SENIORITY**

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

### SENIORITY OF OFFICERS AND STEWARDS:

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

### SENIORITY LISTS:

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

### LOSS OF SENIORITY:

An employee shall lose seniority for any of the following:

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

### TRANSFERS:

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

### ARTICLE # 14

### JOB ELIMINATION / LAYOFF

1. Job elimination is defined as the discontinuance of a job classification.

2. Management will identify the proposed position to be eliminated and will meet with the union representatives at least ten (10) working days prior to the elimination. At such meeting the Employer shall submit a list of employees scheduled for elimination, their names, seniority, job titles and job descriptions.
3. Employees affected by the elimination shall have the opportunity to bump an employee with less seniority in accordance with Section D of the layoff language.
4. No bargaining unit work which has been eliminated will be performed by bargaining unit part-time, non-bargaining personnel, or subcontractors.
5. Through the process of an elimination, if an employee bumps into a lower paying classification, said employee shall retain the higher hourly rate. Increases in the hourly rate shall be withheld until the hourly rate equates with the remaining employees within the classification.

LAYOFF PROCEDURE:

- A. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least ten (10) working days prior to the effective date of layoff. At such meeting the Employer shall identify the affected classification and submit a list of the number of employees scheduled for layoff, their names, seniority, and classifications. If the results of such meeting are not conclusive, the matter shall become a proper subject for the grievance procedure.
- B. When a layoff takes place within the bargaining unit probationary, temporary and part-time employees within the affected classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least senior employees within the classification being laid off first, provided the remaining employees possess the ability and qualifications to perform the available work.
- C. Employees to be laid off will receive at least seven (7) calendar day's advance notice of the layoff. During a layoff, there shall be no scheduled overtime within the affected classification or department.
- D. Bumping within the bargaining unit shall be allowed, provided the employee so bumping has the ability and qualifications to perform the work of a less senior employee. The employee will meet the minimum qualifications within 120 calendar days.

**ARTICLE #15**

**RECALL**

**RECALL PROCEDURE:**

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

**ARTICLE #16**

**POSTING AND BIDDING PROCEDURES**

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

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

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

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

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of

ability, qualifications, and seniority. The senior employee applying for the position who meets the minimum requirements shall be granted a one hundred and fifty (150) calendar day trial period to determine his ability to perform the job.

- B. In the event the an employee is denied the job, reasons for denial shall be given, in writing, to his steward, and the employee, if requested within five (5) working days. In the event the senior employee disagrees with the reasons for denial, it shall be proper subject for the grievance procedure.
- C. During the 150 calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted, to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- D. During the trial period, employees will receive the rate of pay of the position classification they are performing.

**ARTICLE #17**

**LEAVES OF ABSENCE**

- A. Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:
  - 1. Serving in any elected or appointed position of the Union.
  - 2. Illness leave (physical or mental) with doctor's certificate.
  - 3. Prolonged illness in immediate family, with doctor's certificate.
  - 4. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.
- B. No more than three (3) members of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time. A maximum of fifteen (15) man days shall be allowed per fiscal year for such leave. Selected members shall be allowed time off without loss of time or pay to attend.
- C. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of the parties involved.

### MILITARY LEAVE:

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

### UNION BUSINESS:

Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the union. Employees electing this option must substitute vacation, compensatory, and personal time at the beginning of the leave for the normal number of hours they work per week until the benefits are exhausted.

No more than one(1) member of the union may be elected to attend a Union sponsored or co-sponsored function at any one time. A maximum of five (5) man days shall be allowed per fiscal year for such leave. Selected members shall be allowed time off without loss of time or pay to attend.

### FAMILY MEDICAL LEAVE ACT (FMLA):

**ELIGIBILITY:** To be eligible for a family and medical leave, an employee must:

1. Have been employed with the City of Marquette for at least twelve (12) months (whether consecutive or not);and
2. Have worked at least 1,250 hours during the 12 month period prior to the date the leave begins.

**LEAVE ENTITLEMENT:** Eligibly employees are entitled to up to 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

### **EMPLOYEES:**

1. The birth of a child of the employee and in order to care for such child.
2. The placement of a child with the employee for adoption or foster care.
3. The need to care for a child, spouse or parent (but not parent -in-law) of the employee who has a serious health condition.
4. A serious health condition that makes the employee unable to perform the function of his/her job.



Leaves taken for the birth of a child or the placement of a child for adoption or foster care must be completed within 12 months of the birth or placement.

**MARRIED INDIVIDUALS WORKING FOR THE CITY:**

Where both spouses work for the city, they will be entitled to a combined total of 12 weeks of leave in any 12 month period for childbirth, placement for adoption or foster care, or the need to care for a parent( but not a parent-in-law) with a serious health condition.

**12 MONTH PERIOD DEFINED:**

In determining leave entitlement, the 12 month period shall be measured backwards for the date an employee begins any FMLA leave.

**INTERMITTENT LEAVE:**

An eligible employee may take leave on an intermittent basis (reducing the amount of hours per week of taking blocks of time) only if medically necessary (and documented in writing by a physician) for a serious health condition of the employee or a covered family member. Intermittent leave will be recorded by hours, equal to the normal 12 week period.

**SUBSTITUTIONS OF PAID LEAVE FOR FMLA LEAVE:**

All unused benefit time with the exception of a combination of thirty (30) days of vacation and/or sick time benefits available must be substituted for all FMLA leave taken by an employee for his or her own serious health conditions. The remaining thirty (30) days of accrued but unused vacation and sick time may be substituted for FMLA leave.

**EFFECT ON BENEFITS:**

During a leave under this policy, an employee will continue to be covered under the City's group health / dental / vision plan under the same conditions as if the employee had worked continuously during the twelve (12) week leave period.

The employee's usual contributions, if any, will be required. Premium payments for which the employee is responsible are subject to any change in premium rates while the employee is on leave. If an employee's premium payment is more than 30 days late, the City may terminate health coverage for the remainder of the leave.

If the City pays the employee's share of premiums missed by the employee while the employee is on leave, the City may require the employee to reimburse the City for such payments.

If the employee fails to return from leave for the reasons other than the continuation of a serious health condition of the employee or covered family member or because of other circumstances

beyond the employee's control, the City may seek reimbursement from the employee for the City's share of the premiums paid on behalf of the employee.

Benefits other than group health coverage will be suspended during leave (pay for holidays falling within the unpaid leave of absence and accrual of vacation or sick leave), consistent with other City unpaid leaves of absence. However, no employee who takes a leave under this policy will lose any employment benefit that accrued before the date the leave began.

### **JOB PROTECTION:**

An employee will be reinstated to his/her former position or to an equivalent position with equivalent pay, benefits, and other terms and conditions following an approved leave unless he would have otherwise been laid off. However, no employee will have the rights greater than if he or she had not taken leave.

### **PROCEDURE:**

#### Notice Requirement

In the event of a foreseeable leave, employees are required to give the Human Resources office a 30 day notice. In addition, employees are required to complete a leave of absence form available from said office. In unexpected or unforeseeable situations, employees should provide as much notice as is practicable, generally within two business days after the need for family or medical leave becomes known.

If such notice is not given and there is no reasonable excuse for the delay, the City may deny the taking of the leave until at least 30 days after the employee provides notice.

#### Request / Certification

For leaves taken because of the employee's or a covered family member's serious health condition, employees must have the appropriate health care provider complete a "Certification of Physician or Practitioner" available in the Human resources Office. This medical certification must be given within 15 days after requested, or as soon as reasonably possible. The physician's certificate must include the following information:

1. The date on which the serious condition began or is anticipated to begin.
2. The probable duration of the condition.
3. Appropriate medical facts regarding the condition.
4. A statement that the employee is needed to care for the family member or that the employee is unable to perform his or her job functions.

The City may require second or third opinions (at its expense) from an employee and a fitness-for-duty report to return to work. The City may also require periodic reports on the employee's status and intent to return to work. Upon returning to work from leave due to the employee's own serious health condition, the employee must have a return to work certification from a physician specifically noting any restrictions.

### Unpaid Leaves of Absence

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

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

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

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

Once an employee exhausts all sick leave benefits (as appropriate), accrued vacation, and any personal or compensatory time and is no longer receiving a paycheck from the City, the employee will not accrue vacation, personal days, sick leave, or holiday pay while on leave of absence.

### General Provisions

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

agreement, except by mutual agreement of the parties involved.

**ARTICLE #18**

**BULLETIN BOARDS**

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

**ARTICLE #19**

**TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation or absent because of illness, injury, union business leave, educational leave etc., will be filled on the basis of seniority, ability, qualifications. The temporary assignment will pay the rate of the higher classification for all hours worked while filling such vacancy.

If it can be documented that the absence will be for a minimum of (60) calendar days, the assignment shall be subject to the posting and bidding procedure in this agreement.

**ARTICLE #20**

**PART-TIME / TEMPORARY EMPLOYEES**

**REGULAR PART-TIME EMPLOYEES**

Employees in this category are those employees who are employed not to exceed forty (40) hours per work week. The stipulated time period will be unlimited in nature. Regular part-time employees shall not be eligible for any of the benefits contained in this agreement and shall not accrue seniority. Regular part-time employees shall not be utilized to eliminate current bargaining unit positions or to avoid the creation of future bargaining unit positions, or to circumvent the provisions of the Job Posting and Bidding Procedure article of this Agreement.

**TEMPORARY EMPLOYEES**

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

**ARTICLE #21**

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

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

method to accomplish the task assigned.

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

**ARTICLE #22**

**JURY DUTY**

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

**ARTICLE #23**

**SAFETY COMMITTEE**

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

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

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

**ARTICLE #24**

**WORKING HOURS**

**WORKING HOURS**

- A. The normal workday shall consist of eight (8) hours per day Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
- B. Department heads shall prepare a proposed schedule for each employee designating their daily work hours and lunch periods so as to assure that all offices shall be open to the public between the hours of 8 a.m. through 5 p.m. Monday through Friday.
- C. Employees within a department may request that hours and lunch periods be rotated every two (2) weeks in an effort to accommodate employee's wishes for scheduling working hours, lunch periods and alternate hours (such as 7:30 a.m. to 4:00 p.m. with a thirty (30) minute unpaid lunch period). It is understood that to insure public access within City offices, Department Heads and / or supervisors will also rotate within the schedules. However, scheduling changes shall not be granted if they interfere with the operation of the office.

Requests for schedule changes will not be unreasonably withheld. If an employee finds their schedule unacceptable, the matter shall become the subject of a Special Conference.

- D. The normal work hours for all building maintenance personnel shall be from 7:00 a.m. to 3:30 p.m. or 3:00 p.m. to 11:30 p.m. Such employees shall have a 30 minute unpaid lunch break and two 15 minute paid coffee breaks.

**LUNCH PERIOD / BREAKS**

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

**ARTICLE #25**

**TIME AND ONE-HALF  
COMPENSATORY TIME**

**GENERAL PROVISIONS:**

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

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

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

1. For all hours over 8 in one day.
2. For Saturdays and Sundays. This shall apply only to employees whose work week is Monday through Friday.
3. For all hours over 40 hours in a week.

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

**COMPENSATORY TIME:**

Employees may take compensatory time off in lieu of overtime pay. Compensatory hours shall be one and a half times the actual hours of overtime worked. The maximum number of hours an employee may use for compensatory time off in any calendar year is ninety (90) hours. (60 hours of overtime.)

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

**ARTICLE #26**

**WORKER'S COMPENSATION**

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

The Employer agrees that an employee being eligible for Workers' Compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to the Workers' Compensation laws and his regular weekly income if the employee's disability continues past twenty working days. At no time shall the employee receive more compensation than his regular rate of pay.

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

**ARTICLE #27**

**SICK LEAVE**

- A. **ACCRUAL:** All employees covered by this Agreement shall accrue 3.6924 hours per pay period, beginning on the first day of employment, equivalent to one (1) sick leave day per month, not to exceed twelve (12) days per year.

- B. NOTIFICATION: Prior notification for a request(s) to use sick leave, shall be provided prior at the start of each and every scheduled shift, so as to enable the employer to adequately schedule the workforce. For notification purposes, contact will be made with the employee's Department Head, or Human Resources.
- C. SICK LEAVE ABUSE: The employer may at any time notify the employee and the union in writing that it suspects possible abuse of sick leave benefits by an employee, and may thereafter require a physician's certificate regarding the employee's inability to work due to illness.

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

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

Payment will be made at the employees hourly rate at the time of separation.

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

**ARTICLE #28**

**FUNERAL LEAVE**

- A. An employee shall be allowed up to three (3) working days within three (3) days of the date of the funeral with pay as funeral leave, to attend the funeral or make funeral arrangements for a death in the immediate family.



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

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

**ARTICLE #29**

**HOLIDAYS**

A. Paid holidays are designated as:

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
New Years Day		01/01	01/01	01/01	01/01
Presidents Day		02/19	02/18	02/17	02/16
Good Friday		04/13	03/29	04/18	04/09
Memorial Day		05/28	05/27	05/26	05/24
Fourth of July	07/04	07/04	07/04	07/04	
Labor Day	09/04	09/03	09/02	09/01	
Thanksgiving Day	11/23	11/22	11/28	11/27	
Day after Thanksgiving	11/24	11/23	11/29	11/28	
Christmas Eve Day	12/22	12/24	12/24	12/24	
Christmas Day	12/25	12/25	12/25	12/25	
New Years Eve Day	12/29	12/31	12/31	12/31	

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

- F. If a holiday falls on a Saturday which is preceded by a Friday which is also a holiday, the following Monday shall be considered as the holiday for the Saturday holiday.
- G. Employees will be paid for holidays during their probationary period.

**ARTICLE #30**

**PERSONAL TIME**

All employees shall be entitled to 40 hours of personal time which shall be awarded based upon their anniversary date. Personal Time must be used during the anniversary year, may not be converted to pay, or carried over. Personal Time must be approved at least one hour in advance of its use, except in cases of emergency.

**ARTICLE #31**

**VACATION PERIOD**

- A. Vacation will be granted at such times during the year which are requested by the Employee and approved by the Department Head or Supervisor, provided Forty-eight (48) hours advance notice is given to the Department Head or Immediate Supervisor except in case of emergency.
- B. Vacation requests shall be submitted to the Employer in writing, and the Employer shall respond to the Employee in writing within four (4) working days.
- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during their vacation sick leave may be taken, with documentation in writing by the physician to the City.
- E. All full-time employees who are members of the Bargaining Unit will accrue vacation with pay beginning on the first day of employment in accordance with the following schedule: (Accruals will be made on a per pay period basis.)
- F. A maximum of 400 hours may be accrued in an employees vacation bank as of June 30 each year of this contract.
- G. Accrued vacation time may be used upon the completion of the Employee's probationary period.
- H. If an employee is laid off or retired, or severs his employment, he will be paid for any unused vacation balance to date of layoff, retirement, or resignation.
- I. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

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

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

**ARTICLE #32**

**PAY ADVANCE**

**EARLY CHECKS:** Early checks are defined as a regular computerized payroll check released on the day before a payday. Employees requesting an early check must complete the appropriate form, have it signed by their Department Head, and present it to the Payroll Department two (2) working days prior to the date of pick up.

**ADVANCED CHECKS:** Advanced checks are defined as a manual payroll check for employees who are requesting vacation pay. Employees requesting an advanced payroll check must complete the appropriate form and present it to his / her Department Head. The form must be received in the Payroll Department five (5) working days prior to the day the employee is to receive the advanced check.

It is encouraged that employees use the direct deposit option as an alternative.

**ARTICLE #33**

**HEALTH / DENTAL / VISION COVERAGE**

- A. The Employer agrees to continue to pay the full premium for presently maintained hospitalization / medical coverage, including Master Medical, for the employee and his eligible family members, but reserves the right to accept bids for the same or better coverage from other carriers.
- B. The Employer agrees to pay the full premium for hospitalization / medical coverage for the employee and his family during an employee's absence as the result of any injury or illness (3 months maximum).
- C. The Employer agrees to pay the full premium for hospitalization / medical coverage for the employee and his family while the employee is laid off (3 months maximum).
- D. Blue Cross/Blue Shield Community Blue Plan 1 for employees will include the following riders:

E.

EFFECTIVE YEAR 2 (JULY 1, 2001)

In the event the cost of health insurance premium exceeds 8% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$10/\$15/\$20 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. ruling.

EFFECTIVE YEAR 3 (JULY 1, 2002)

In the event the cost of health insurance premium exceeds 16% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$12.50/\$17.50/\$22.50 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. rulings.

EFFECTIVE YEAR 4 (JULY 1, 2003)

In the event the cost of health insurance premium exceeds 24% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$15.00/\$20.00/\$25.00 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. rulings.

ASFP, Preferred RX, PD-CR \$10, MOPD-2, DENTAL PREFERRED,  
VISION A-80

**COVERAGE UPON RETIREMENT:**

- A. Employees who retire at age 55 or older will be given the option to participate, at their own expense, in the Employer's group coverage to the age the employee qualifies for medicare/social security.

- B. The Employer will contribute \$200.00 of the premium cost per month for employees who retire with 80 points (age plus years of service) toward their health insurance or to the age the employee qualifies for medicare / social security.

**INSURANCE INCENTIVE:**

- A. An Insurance Incentive shall be paid to eligible employees in the amount of \$1,300.00 (minus State and Federal Taxes if required) beginning the 1st pay period after July 1.
- B. Employee shall provide proof of insurance coverage to the employer to justify the incentive payment.

**CAFETERIA PLAN**

- A. The Employer will continue a 125 cafeteria plan for unreimbursed medical expenses, and child care expenses.

**ARTICLE #34                      LIFE INSURANCE COVERAGE**

- A. The Employer agrees to pay the full premium for life insurance plan for each employee, face value of \$30,000 while employed. Coverage for eligible employees will commence upon completion of the employee's original one-hundred eighty (180) day probationary period.
- B. Upon retirement or severance, the Employee will be informed of his options and allowed to exercise his choice of options.

**ARTICLE #35                      COMPUTATION OF BENEFITS**

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

PAY CHECKS: Paychecks will be distributed before noon on the date of issue.

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

**ARTICLE #36                      UNEMPLOYMENT BENEFITS**

The Employer agrees to provide unemployment insurance in accordance with the applicable law.

**ARTICLE # 37****CLASSIFICATIONS & RATES**

January 1, 2001

		<u>ENTRY</u>	<u>6 MOS</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Building Custodian	(2)	8.63	9.17	9.71	10.25	11.35
Bookkeeping Clerk	(1)	9.69	10.31	10.93	11.54	12.78
Cust Acct Clk/Cashier	(2)					
Eng. Aide (vacant)	(1)					
Human Resource Asst. I	(1)					
Water Meter Reader	(1)					
Water Util. Billing Clk.	(1)					
Assessing Clk.	(1)					
Administrative Assistants	(3)	10.33	10.99	11.57	12.18	13.42
Social Worker	(2)					
Com Ser Ctr Asst Dir	(1)	10.63	11.34	12.04	12.68	14.06
Parks & Rec. Secretary	(1)					
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Payroll Clerk	(1)	11.19	11.91	12.62	13.34	14.77
Network Specialist	(1)					
Social Work Coord.	(1)	11.72	12.47	13.24	13.98	15.48
Info. Mgmt. Specialist	(1)					
Assessing Prop. Apprais. Planner I	(1)	12.58	13.33	14.10	14.84	16.36
Engineering Tech.	(2)	13.22	14.08	14.91	15.76	17.49
Eng. Tech./GIS/CADD	(1)					
Eng. Tech. II/Civil Designer	(1)	14.37	15.35	16.31	17.28	19.23
Asst. City Assessor/Planning/ Zoning Official	(1)	14.97	15.95	16.91	17.88	19.83
Eng. Tech. II/Surveyor	(1)					

July 1, 2001

		<u>ENTRY</u>	<u>6 MOS</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Building Custodian	(2)	9.20	9.74	10.28	10.82	11.92
Bookkeeping Clerk	(1)	10.26	10.88	11.50	12.11	13.35
Cust Acct Clk/Cashier	(2)					
Eng. Aide (vacant)	(1)					
Human Resource Asst. I	(1)					
Water Meter Reader	(1)					
Water Util. Billing Clk.	(1)					
Assessing Clk.	(1)					
Administrative Assistants	(3)	10.90	11.56	12.14	12.75	13.99
Social Worker	(2)					
Com Ser Ctr Asst Dir	(1)	11.20	11.91	12.61	13.25	14.63
Parks & Rec. Secretary	(1)					
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Payroll Clerk	(1)	11.76	12.48	13.19	13.91	15.34
Network Specialist	(1)					
Social Work Coord.	(1)	12.29	13.04	13.81	14.55	16.05
Info. Mgmt. Specialist	(1)					
Assessing Prop. Apprais. Planner I	(1)	13.15	13.90	14.67	15.41	16.93
Engineering Tech.	(2)	13.79	14.65	15.48	16.33	18.06
Eng. Tech./GIS/CADD	(1)					
Eng. Tech. II/Civil Designer	(1)	14.94	15.92	16.88	17.85	19.80
Asst. City Assessor/Planning/ Zoning Official	(1)	15.54	16.52	17.48	18.45	20.40
Eng. Tech. II/Surveyor	(1)					

July 1, 2002

		<u>ENTRY</u>	<u>6 MOS</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Building Custodian	(2)	9.65	10.19	10.73	11.27	12.37
Bookkeeping Clerk	(1)	10.71	11.33	11.95	12.56	13.80
Cust Acct Clk/Cashier	(2)					
Eng. Aide (vacant)	(1)					
Human Resource Asst. I	(1)					
Water Meter Reader	(1)					
Water Util. Billing Clk. Assessing Clk.	(1) (1)					
Administrative Assistants	(3)	11.35	12.01	12.59	13.20	14.44
Social Worker	(2)					
Com Ser Ctr Asst Dir	(1)	11.65	12.36	13.06	13.70	15.08
Parks & Rec. Secretary	(1)					
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Payroll Clerk	(1)	12.21	12.93	13.64	14.36	15.79
Network Specialist	(1)					
Social Work Coord.	(1)	12.74	13.49	14.26	15.00	16.50
Info. Mgmt. Specialist	(1)					
Assessing Prop. Apprais. Planner I	(1)	13.60	14.35	15.12	15.86	17.38
Engineering Tech.	(2)	14.24	15.10	15.93	16.78	18.51
Eng. Tech./GIS/CADD	(1)					
Eng. Tech. II/Civil Designer	(1)	15.39	16.37	17.33	18.30	20.25
Asst. City Assessor/Planning/ Zoning Official	(1)	15.99	16.97	17.93	18.90	20.85
Eng. Tech. II/Surveyor	(1)					



ARTICLE # 37CLASSIFICATIONS & RATES

July 1, 2003

		<u>ENTRY</u>	<u>6 MOS</u>	<u>1 YR</u>	<u>2 YRS</u>	<u>3 YRS</u>
Building Custodian	(2)	10.11	10.65	11.19	11.73	12.83
Bookkeeping Clerk	(1)	11.17	11.79	12.41	13.02	14.26
Cust Acct Clk/Cashier	(2)					
Eng. Aide (vacant)	(1)					
Human Resource Asst. I	(1)					
Water Meter Reader	(1)					
Water Util. Billing Clk.	(1)					
Assessing Clk.	(1)					
Administrative Assistants	(3)	11.81	12.47	13.05	13.66	14.90
Social Worker	(2)					
Com Ser Ctr Asst Dir	(1)	12.11	12.82	13.52	14.16	15.54
Parks & Rec. Secretary	(1)					
Deputy City Clk	(1)					
Fin Pay Cost Acct Clk	(1)					
Deputy Treasurer	(1)					
Payroll Clerk	(1)	12.67	13.39	14.10	14.82	16.25
Network Specialist	(1)					
Social Work Coord.	(1)	13.20	13.95	14.72	15.46	16.96
Info. Mgmt. Specialist	(1)					
Assessing Prop. Apprais.	(1)	14.06	14.81	15.58	16.32	17.84
Planner I						
Engineering Tech.	(2)	14.70	15.56	16.39	17.24	18.97
Eng. Tech./GIS/CADD	(1)					
Eng. Tech. II/Civil Designer	(1)	15.85	16.83	17.79	18.76	20.71
Asst. City Assessor/Planning/ Zoning Official	(1)	16.45	17.43	18.39	19.36	21.31
Eng. Tech. II/Surveyor	(1)					

**ARTICLE #38**

**CERTIFICATES / SHIFT DIFFERENTIAL**

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

**CERTIFICATE TYPE:**

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

**LEVELS AND RATES:**

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

**SHIFT DIFFERENTIAL:**

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

**ARTICLE #39**

**JOB DESCRIPTIONS**

Job descriptions shall be a part of this Agreement and a copy of each shall be attached to the Master copy of this agreement. Job descriptions will be reviewed and updated periodically by a re-classification committee consisting of an equal number of both Union and Management representatives.

Requests for re-classifications shall be made by the employee to the Chapter Chairperson. The Chapter Chairperson shall present those requests to the Director of Human Resources. The Director

of Human Resources shall forward a re-classification questionnaire, to be developed by the City and the Union to the employee to complete.

Once the questionnaire has been completed by the employee, the re-classification committee shall meet at a mutually agreeable time to discuss and make recommendations on the request for re-classification. The committee shall consist of two members of the Union and two members of the City, one of which shall be the Director of Human Resources. If a committee member is directly involved with the re-classification, an alternate shall be named.

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

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

#### ARTICLE #40

#### COST OF LIVING ADJUSTMENT

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

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

#### ARTICLE #41

#### LONGEVITY

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



7/1/01. If the cost of the retirement program increase is less than 4%, the difference shall be granted as a wage increase. If the cost of the retirement program increase is more than 4%, the employees will be assessed the amount over 4% or they may accept the entire 4% as a wage increase. The selected option must apply to the entire bargaining unit.

**ARTICLE #45**

**EDUCATIONAL OPPORTUNITIES**

Employees shall be allowed to attend appropriate conferences, training sessions, seminars or schools to further their skills, provided the Employer determines which educational opportunities may be attended.

**ARTICLE #46**

**PERSONNEL FILES**  
**PERSONAL INFORMATION**

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

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

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

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

**PERSONAL INFORMATION:**

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

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

Such changes shall be reported to Human Resources in writing on forms provided by the city, as soon after the change occurs, but no later than thirty (30) days after the event. The City shall rely upon the last information provided by an employee and have no responsibility for failure of an

employee to promptly report any of the above changes. The employer will periodically place reminders to the employees in their paychecks to update the information.

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

**ARTICLE #47**                      **STRIKES / WORK INTERRUPTIONS**

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

**ARTICLE #48**                      **WAIVER CLAUSE**

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

**ARTICLE #49**                      **SUCCESSOR CLAUSE**

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

**ARTICLE #50**

**DISTRIBUTION OF AGREEMENT**

The Union shall be responsible for retyping this agreement. The parties shall determine the layout and format of the agreement. The Union agrees to provide the City with a diskette containing the final agreement. The City shall distribute agreements to all new and future employees.

**ARTICLE #51**

**TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 200~~1~~<sup>4</sup>?

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

This Agreement shall become effective as of July 1, 2000.

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

CITY OF MARQUETTE, MICHIGAN

Dated: 4-06-01

Dated: 4-4-01

BY: 

Stuart Bradley  
Mayor

BY: 

Norman L. Gruber, Jr.  
City Clerk

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

Dated: April 4, 2001

Dated 4-4-01

BY: 

Trista Houle  
Chapter Chairperson  
City Hall Chapter  
Local 1852

BY: 

Pete Dompierre  
Staff Representative