

6/29/04

6/30/2004

AGREEMENT

BETWEEN

THE MARQUETTE CITY COMMISSION

AND

PARKS & RECREATION, PUBLIC WORKS,
WATER DISTRIBUTION, WATER & WASTEWATER TREATMENT, AND
MOTOR POOL EMPLOYEES' LOCAL #1852
Affiliated With Michigan Council #25, AFSCME, AFL-CIO

Marquette City of

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PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

It is further the purpose and intent of the Agreement to promote the general efficiency of the City Departments and to provide courteous, prompt, efficient services to the citizens of Marquette.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

AGREEMENT

This Agreement made and entered into on July 1, 2000, by and between the Marquette City Commission, hereinafter referred to as the "Employer," and the employees of the Parks & Recreation, Public Works, Water Distribution, Water and Wastewater Treatment, and Motor Pool Departments Chapter, Local #1852, affiliated with Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

Note: Wherever herein reference is made to the male pronoun (he, him, his, etc.), it is intended and it should be deemed to include reference to the equivalent female pronoun (she, hers, etc.)

ARTICLE 1 - RECOGNITION CLAUSE

The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 366, State of Michigan, Public Acts of 1947, as amended, and by Act No. 379, Public Acts of 1965, and the employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

A. All full-time, non-probationary employees of the following departments: Parks and Recreation, Public Works, Water Distribution, Water and Wastewater Treatment, and Motor Pool, excluding all elected officials and supervisors, as defined by the Michigan Employment Relations Commission, and all other employees.

B. The term "employee" when used in this Agreement shall refer to and include only those employees who are included in the collective bargaining agreement.

C. The Union acknowledges that its recognition by the Employer is limited to the exclusive representation of the employees employed in the collective bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves

unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Marquette Code and any modifications made thereto, and any resolution passed by City elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right: •

A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;

B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

C. To subcontract, or purchase the construction of new facilities, or the improvement of existing facilities

D. To determine the number, location and type of facilities and installations;

E. To determine the size of work force and increase or decrease its size;

F. To hire, assign, and lay off employees, to reduce the work week or the work day;

G. To permit municipal employees, not included in a bargaining unit, to perform bargaining unit work only in the case of emergency;

H. To direct the work force, assign work and determine the number of employees assigned to operations;

I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification;

J. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;

K. To establish work schedules;

L. To discipline and discharge employees for cause;

M. To adopt, revise and enforce working rules and carry out cost and general improvement programs;

N. To transfer, promote and demote employees with proper justification;

O. To assess the qualifications and competency of employees to perform available work.

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

ARTICLE 3 - AID TO OTHER UNIONS

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

ARTICLE 4 - UNION SECURITY (AGENCY SHOP)

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 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 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 and 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 and 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 the Union.

B. The amount of such representation fee will be determined as set forth in the dues checkoff article.

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

ARTICLE 7 - REMITTANCE OF DUES AND FEES

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 to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated officer of Michigan Council #25, AFSCME, 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 officer 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 no more than one (1) steward to each of the following locations or departments and one (1) Chief Steward and one (1) Assistant Chief Steward at large for the bargaining unit.

Public Works Department	1 Steward
Water Distribution	1 Steward
Water & Wastewater Plants	1 Steward

Parks & Recreation Department 1 Steward
Motor Pool 1 Steward

B. The Employer will be notified in writing of the names of the stewards and alternate stewards. 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 a 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 upon request.

D. Employees covered by this Agreement will be represented in negotiations by no more than five bargaining unit committee members in addition to AFSCME Staff or Advisors.

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 by the party making the request. 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 if requested by either party.

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 initiation of a grievance.

1. In order to be a proper matter for grievance procedures, the grievance must be presented within ten (10) working days of the employees' 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 a Steward or Chapter Chairperson at all steps in 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

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson in writing, to 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

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 Union's Staff Representative will attend this meeting if requested by either party. The City Manager shall respond in writing to the Chapter Chairperson within ten (10) working days of the meeting.

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 (AAA) in accordance with AAA rules and procedures.

This request must be submitted to the American Arbitration Association within thirty (30) working days of receipt of written response from the City Manager.

b. There shall be no appeal from an arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud, in which case, either party shall have the right to appeal to a court of proper jurisdiction. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement.

c. The award of the arbitrator shall be binding on the Union, its members and the Employer and the Employer's agents.

d. The expenses for the arbitrator shall be the sole responsibility of the unsuccessful party to the arbitration. In the event of a split award by the arbitrator, the parties will equally share the expenses of the arbitrator. Each party shall be liable for any expenses incurred on its own behalf.

e. If either party misses any of the time deadlines as set forth in any of the above steps (unless such time limits are waived in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

ARTICLE 11- COMPUTATION OF BACK WAGES

No claim for back wages may exceed the amount of wages the employee would otherwise have earned.

ARTICLE 12 - 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.

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.

B. **Appeal of Discharge or Suspension.** Should the discharged or suspended employee and/or 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 Human Resource Manager's step of the grievance procedure.

C. **Use of Past Record.** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions or commendation which occurred more than two (2) years previously or two (2) years from whenever a criminal law violation is brought to the attention of the Employer.

D. 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 13 - PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority and ability entitles him at the start of the shift, and a written notice of his claim is filed within five (5) working days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 14 - PROBATIONARY EMPLOYEES

A. New employees hired in the unit shall be considered probationary employees 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.

B. 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.

C. 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.

D. Management may require probationary employees cross-train in any, or all, of the following departments during the probationary period:

- 1) Public Works
- 2) Water Distribution
- 3) Parks and Recreation
- 4) Water and Wastewater Treatment Plants
- 5) Motor Pool

Probationary employees involved in such cross-training shall work within that department as the least senior person and be assigned work accordingly.

ARTICLE 15 SENIORITY

A. Definition for Layoff & Posting

1. 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 his date of hire or transfer into the bargaining unit. When an employee transfers into the bargaining unit he shall be entered on the seniority list of the unit and shall rank for seniority as of the transfer date into the unit. There shall be no seniority among probationary employees.

2. 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.

3. Seniority shall be on a department-wide basis in accordance with the employee's last date of hire. Chapter-wide seniority shall apply only in the event a position remains vacant after the position has been posted on a department-wide basis.

4. For the purpose of this agreement, departments are defined as:

Public Works
Water Distribution,
Parks and Recreation
Water and Wastewater Treatment Plants
Motor Pool

B. Seniority Lists

The Employer will maintain a seniority list of all employees represented by the Union, and will provide the Chapter Chairperson with up-to-date copies twice a year on July 1 and January 15. The Employer will make the list available to the Chapter Chairperson upon request for periodic checks.

The seniority list shall include the name, address, date of hire, job title, and phone

number (if any) of all employees of the unit entitled to seniority.

C. **Seniority of Officers and Stewards**

The Chapter Chairperson Chief Steward, Assistant Chief Steward and Stewards, in that order shall head the seniority list of the unit during their term of office, for the purpose of layoff only, as provided for in the article on Union Representation contained in this agreement. However, in no event, shall this advantage allow such committee members to occupy positions for which they are not qualified.

D. **Loss of Seniority**

An employee shall lose seniority for any of the following:

1. Resigns or retires;
2. Is discharged and the discharge is not reversed by the grievance procedure;
3. 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;
4. 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;
5. Fails to return to work without a satisfactory reason when recalled from layoff as set forth in the recall procedure.

E. **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.

F. **Miscellaneous**

Winter maintenance equipment shall be assigned based on a seasonal posting recognizing seniority. If an employee's assigned winter maintenance equipment is out of service or anticipated to be out of service for a period of seven (7) consecutive days, he may request assignment of alternate winter maintenance equipment based upon the employee's seniority.

ARTICLE 16 - JOB ELIMINATION/LAYOFF/RECALL

JOB ELIMINATION

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

- B. Management will identify the proposed position to be eliminated and will meet with the union representatives at least 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.
- C. 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.
- D. No bargaining unit work which has been eliminated will be performed by bargaining unit part-time, non-bargaining unit personnel, or subcontractors.
- E. Through the process of an elimination, if an employee bumps into a lower paying classification, said employee shall retain the higher hourly rate. Increases in the hourly rate shall be withheld until the hourly rate equates with the remaining employees within the classification.

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.

The parties agree that upon signing of the contract and for the term of this contract the number of authorized non-bargaining unit positions within the Public Works and Parks Department will not be increased beyond the level in effect 01/01/01 without the mutual consent of the parties. This clause shall become effective if the number of full-time bargaining unit positions is below the current level of fifty-six (56).

RECALL

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 mailing of notice of recall, he shall be considered a 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 the Human Resources Department. Said job posting shall be sent concurrent to posting in accordance with provisions of the Job Posting and Bidding Procedures contained in this Agreement.

ARTICLE 17 - JOB 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 the Human Resources Department 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 the Human Resources Department.

In addition, a copy of the posting shall simultaneously be 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 the Human Resources Department.

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 in the department within the bargaining unit applying for the position who meets the minimum requirements shall be granted a one-hundred fifty (150) calendar day trial period to determine his ability to perform the job.

In the event no employee from within the department applies or qualifies for the position, the position may be awarded to the senior qualified bidder from outside the department within the bargaining unit applying for the position who meets the minimum requirements. The successful bidder shall be granted a one-hundred fifty (150) calendar day trial period to determine his ability to perform the job.

If no applications are received or if no bargaining unit employee qualifies for the position, the position may be filled from outside the bargaining unit.

B. In the event 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 a 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.

In the event an employee has posted for a position and subsequently voluntarily reverts to his old position during the trial period, said employee will be prohibited from posting to the position reverted from for a period of one calendar year from date of reversion.

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

E. Employees on vacation, sick leave, layoff, etc., will be notified by mail at an address on file with the Human Resources Department.

ARTICLE 18 - LEAVES OF ABSENCE

A. Union Business

1. Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the Union.

2. 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.

B. Military Leave

Employees who are in a 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.

C. Family Medical Leave Act (FMLA)

1. ELIGIBILITY

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

A. Have been employed with the City of Marquette for at least twelve (12) months (whether consecutively or not); and

B. Have worked at least 1,250 hours during the 12-month period prior to the date the leave begins.

2. **LEAVE ENTITLEMENT**

Eligible 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:

A. **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 functions of his/her job.

Leave 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.

B. **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.

3. **12 MONTH PERIOD DEFINED**

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

4. **INTERMITTENT LEAVE**

An eligible employee may take leave on an intermittent basis (reducing the amount of hours per week or 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.

5. **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.

6. **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-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 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 and accrual of seniority 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.

7. **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 rights greater than if he or she had not taken leave.

8. **PROCEDURE**

A. **Notice Requirement**

In the event of a foreseeable leave, employees are required to give the Human Resources Manager 30 days notice. In addition, employees are required to complete a leave of absence form available from the Human Resources Department. In unexpected or unforeseeable situations, employees should provide as much notice to the Human Resources 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.

B. 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 Department. This medical certification must be given within 15 days after requested, or as soon as reasonably possible. The physician's certification 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 medical 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.

9. 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 and Medical Leave Act, the following conditions shall apply:

- a. Employees will have to pay the premiums for their health/dental/vision insurance after twelve weeks.
- b. 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.

c. 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.

d. 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.

10. **General Provisions**

1. Employees shall accrue seniority while on an approved leave of absence granted by the provisions of this Agreement. Employees on an approved leave of absence shall be returned to the position they held at the time the leave of absence commenced, or to a position to which their seniority entitles them.

2. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of the parties involved.

ARTICLE 19 - UNION BULLETIN BOARDS

The Employer will provide bulletin board space in the following areas:

Water Treatment Plant
Municipal Service Center
Wastewater Treatment Plant
Lakeview Arena

The bulletin board space may be used by the Union for posting notices pertaining to Union business.

ARTICLE 20 - TEMPORARY/DAILY ASSIGNMENTS

A. **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.

1. From the time it is documented that an absence will continue for a minimum of sixty (60) working days, the position shall be subject to the posting and bidding procedure in this agreement.

B. **Daily Assignments.** Management shall assign equipment (trucks, graders, etc.) to qualified employees according to classification. If, however, more equipment is needed from a specific classification than there are qualified operators, the Employer will assign qualified operators from the next lower classification.

1. Employees assigned during a shift to a higher paying classification will be

paid the higher rate for either:

- a. A minimum of two (2) hours; or,
- b. For all hours actually worked in the classification over two (2) hours.

ARTICLE 21 - PART-TIME AND TEMPORARY EMPLOYEES

A. 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. Part-time employees shall not accrue seniority. Part-time employees shall not be utilized to eliminate current bargaining unit positions, or to circumvent the provisions of the Job Posting and Bidding procedures contained in this Agreement.

B. 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 used for the purpose of circumventing the provisions of the Job Posting and Bidding Procedures. Temporary employees shall not be eligible for any of the fringe benefits contained in this Agreement and shall not accrue seniority. Employees hired under a government subsidized program will be treated as temporary employees.

C. Court-Ordered / Prison Workers

These workers are not City employees and are not eligible for any rights or benefits under the Agreement and shall only perform work consisting of cleaning floors and equipment and grounds maintenance excluding the use of large engine power equipment, but including the use of mowers and weed whips less than 10 horse power and only by workers 17 years of age or older. These workers shall not be used in the event of a layoff.

ARTICLE 22 - WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL

A. General Provisions

1. Non-bargaining unit personnel shall not be permitted to perform bargaining unit work involving the operation of equipment in the Heavy or Special Classification.
2. Supervisors will not be allowed to perform work which will preclude overtime compensation for employees within the bargaining unit except in cases arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
3. During the term of this Agreement, the Employer shall avoid contracting or sub-contracting work out, in whole or in part, that is regularly or normally performed by

members of the bargaining unit.

4. The City may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules emergency situations, and efficiency. Such contracting out shall not be used to reduce the work force within the unit. It is understood that the City has the option, but not the obligation, to contract out snow plowing in City owned parking lots, (except for the Lakeview Arena, Municipal Service Center, Wastewater Treatment Plant and stations, Water Plant, City Hall and Parks), the US 41 Bypass, and maintenance of the stream bed on private property within the Drainage Districts.

ARTICLE 23 - JURY DUTY

An employee who reports for jury duty will be paid his regular rate of pay for all regularly scheduled hours for that day. 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.

Employees will not be required to report to work prior to scheduled Jury Duty and will not be required to return to work unless there is more than two (2) hours remaining on the scheduled shift. All employees serving for jury duty will be transferred to a temporary 9:00 a.m. to 5:00 p.m. working shift.

An employee may be required to provide documentary proof of actual number of hours that their presence was required by the courts.

ARTICLE 24 - 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, a representative from Parks & Recreation Administration, a representative from the Water/Wastewater Treatment Administration, the Superintendent of Public Works, and the Fire Inspector. The purpose of the Safety Committee is to make recommendations with regard to safe working conditions and habits.

A departmental safety committee comprised of no more than five (5) members may be convened up to 6 times annually to develop their safety concerns for the City-wide Safety Committee. Meetings shall be limited to 60 minutes in duration and scheduled with the approval of the Department Head.

Safety recommendations approved by a simple majority of the City-wide 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-MIOSHA.

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 25 - WORKING HOURS

A. An employee's workday and workweek shall consist of eight (8) consecutive working hours per day and forty (40) hours per week. Employees shall not leave the job site to take a lunch period unless sanitary conditions dictate. The working hours or shifts may be scheduled by the Employer in accordance with departmental operations requirements (Examples: night shift, snow plowing, early or late starting shifts). The working hours or shifts may be changed with forty-eight (48) hours notice.

B. Lakeview Arena employees covered by this Agreement may be required to work thirty (30) minutes overtime for ice sheet preparation at the beginning or end of their normal shift.

C. Employees shall be allowed break time of not more than twenty (20) minutes during the shift. This time is not to be divided into more than two (2) breaks.

D. All employees required to sign required documents and forms, i.e. insurance forms, shall be allowed to do so during working hours.

ARTICLE 26 - TIME AND ONE-HALF/COMPENSATORY TIME/DOUBLE TIME

A. 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 immediate supervisor before working the time.

Upon completion of overtime, it must be documented on the appropriate form. If you are electing compensatory time, it will be added to your bank. If you are electing pay, it will be paid in the pay period in which the work was completed.

B. Time and One-Half

Time and one-half will be paid as follows:

1. For all hours over eight (8) in one shift or forty (40) hours in one calendar week, with the calendar week defined as Sunday through Saturday, excluding the Water and Wastewater Treatment Plant employees.

2. For all hours worked on holidays.

3. For (call-in) time during scheduled vacation and/or personal leave. In the event an employee is called in during scheduled vacation and/or personal leave, the Employee will have the following options:

(a) Being paid at time and one-half for all hours worked only and rescheduling the day off at a future date; or

(b) being paid time and one-half for all hours worked in addition to the paid

benefit day.

4. An employee called back for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half. In no case shall overtime be paid twice for the same hours worked.

C. 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 in any calendar year is 90 (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.

D. Double Time

Double time (two (2) times an employee's regular pay rate) will be paid for all hours worked in excess of twelve (12) consecutive hours.

E. Call Out

Call out prior to regular shift starting time: An employee called in to work in excess of four (4) hours prior to the start of his regularly scheduled shift will be paid one and one-half times the employee's regular pay rate for all hours worked. The employee must work or use proper benefit time to reach eight (8) consecutive hours in order to qualify for time and one-half for that shift. The 8 hours fulfill the employee's obligation for the day's scheduled shift.

ARTICLE 27- EQUALIZATION OF OVERTIME HOURS

All overtime hours shall be divided as equally as possible among employees in the same classification in their department. A list of overtime hours will be posted in a conspicuous place on a quarterly basis beginning January of each year. In case of an emergency, a response time of fifteen (15) minutes will be required.

Whenever call-out is required for overtime, employees within the appropriate classification within the department will be called first. Overtime hours shall be posted quarterly in an attempt to equalize opportunity for the calendar year.

If an employee is personally contacted and fails to respond to a request by the Employer for overtime, it shall be considered as a refusal and shall be documented. Three (3) such refusals shall negate the Employer's responsibility for equalization of overtime for the individual employee for the balance of the appropriate quarter.

Employees on sick leave, vacation, personal time provided by this Agreement may be called for overtime as the situation warrants, after all other eligible employees have been called. Failure to respond by these employees will not be recorded as a refusal. In the event that no employees are available within the department, the Employer may seek individuals from another department.

In recognition of the seniority in the Public Works Department, an attempt will be made to distribute overtime to each classification such that the differential between consecutive classification is approximately 10%.

Part-time employees shall not be called out or scheduled for overtime to do bargaining unit work when bargaining unit employees are available. It is not the intent of the Employer to use part-time employees to erode the bargaining unit or deprive bargaining unit employees of overtime.

ARTICLE 28 - WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees to pay for work related injuries without charging sick leave for one-hundred twenty (120) working hours.

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 one-hundred twenty (120) working hours. 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 29 - SICK LEAVE

A. Accrual. All employees covered by this Agreement shall accrue 3.6923 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 to the start of each and every scheduled shift, so as to enable the Employer to adequately schedule the work force, unless other arrangements are made between the employee and supervisor.

Should there be a failure to notify the department office prior to the start of the scheduled shift, no sick pay benefit will be paid to the employee for that shift. Under special circumstances, such as incapacitation, the Employer will waive this requirement.

For notification purposes, contact will be made with the employee's department office, or in the event that contact cannot be made with the department office, notification will be made to the Water Plant at (906) 228-0488.

C. 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 and Union with necessary justification, including the employee's sick leave record, if abuse is alleged. Should the Union feel that the Employer is being unreasonable and capricious 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 shall be required to furnish a physician's return to work certificate whenever four (4) 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, comp, or personal time, and said days shall constitute unexcused absence.

E. Payment Upon Termination. Sick leave accrual shall be unlimited during the course of employment to date of retirement, resignation or death. Upon the retirement, or voluntary separation from employment for employees with at least ten (10) years of service, payment will be made for one-half (1/2) of a maximum accrual of eighteen hundred (1,800) hours.

Payment of sick leave benefits shall be made at the employee's hourly rate in effect at the time of retirement, death, or voluntary separation.

The Union agrees to assign one person 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.

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.

F. An employee may use three (3) days of sick leave each anniversary year for the illness of a dependant child, spouse or member of the employee's household.

ARTICLE 30 - FUNERAL LEAVE

A. An employee shall be allowed up to three (3) working days with pay as funeral leave for a death in the immediate family.

Immediate family is to be defined as follows: mother, father, stepparents, 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, aunts, uncles, grandchildren, or a member of the employee's household.

B. Any employee selected to be a pallbearer for a deceased employee will be allowed one-half (1/2) day funeral leave with pay. The Chapter Chairperson, or his representative, shall be allowed one-half (1/2) day funeral leave with pay in the event of death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

C. Three days of vacation, personal time, or accumulated compensatory time may be used for the following reasons:

1. Attending the funeral of nieces or nephews.
2. Attending the funeral of any of the above named relatives outside of the boundaries of the Upper Peninsula.

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 31 - HOLIDAY PROVISIONS

A. The paid holidays are designated as:

New Year's Eve Day
New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
November 15
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (day)
Christmas Day

Employees who do not work the holiday will be paid their current rate based on their regular scheduled work day for said holiday, excluding shift differential.

B. If a holiday falls on Saturday, one (1) day shall be added to the employee's vacation bank.

C. If a holiday falls on Sunday, Monday shall be considered as the holiday.

If a holiday falls on Monday and is preceded by a Sunday which is also a holiday, one day of vacation shall be added to the employee's vacation bank for the Sunday holiday.

D. Employees at the Water Treatment Plant and the Wastewater Treatment Plant who are required to work on Easter Sunday will receive four (4) hours of compensatory time added to their accumulation in addition to their regular straight time pay for that day.

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

ARTICLE 32 - PERSONAL DAYS

All Employees shall be entitled to forty (40) hours of personal time annually which shall be awarded on their anniversary date. Personal time must be used during the employee's anniversary year and shall not be carried over beyond the next anniversary date or converted to pay. The Employee must notify the Employer at least thirty (30) minutes in advance of its use, except in cases of emergency.

ARTICLE 33 - 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, a forty-eight (48) hour advanced notice is given to the Department Head or Supervisor. In proper circumstances exceptions to the 48 hour notice requirement will be made.

B. During the month of January during each calendar year employees will be able to request in writing vacation time for that calendar year. Approval will be granted on a seniority basis where staffing conflicts occur with a reply due within five (5) working days after January 31. After January 31, the employer will respond to written requests on a first submitted basis within five (5) working days. Such response shall be in writing from the employer.

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 his vacation, sick leave may be taken, with documentation in writing by the physician to the City.

E. During the life of this Agreement 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 awarded on a per pay period basis.)

<u>EMPLOYMENT</u>	<u>AMOUNT</u>	<u>HOURS/PAY PERIOD</u>
1 year	5 days vacation	1.5385
2-5 years	10 days vacation	3.0770
6 years	11 days vacation	3.3846
7 years	12 days vacation	3.6923
8 years	13 days vacation	4.0000
9 years	14 days vacation	4.3077
10-13 years	16 days vacation	4.9231
14-17 years	19 days vacation	5.8462
18-20 years	22 days vacation	6.7692

One (1) additional day of vacation (.3077 hours) will accrue for each year of service for years of service from 21 years to 30 years with a maximum vacation accrual of 30 days in an anniversary year.

F. A maximum of four hundred (400) hours may be accrued in an employee's vacation bank, as of June 30 each year of this contract.

G. Accrued vacation time may be used upon the completion of the Employee's probationary period.

H. If an employee is laid off, retires, 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 excluding shift differential while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 34 - PAY PERIODS/PAYCHECK DISTRIBUTION

A. 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 days prior to the date of pick up.

B. ADVANCE CHECKS

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

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

C. CHECKS FOR MIDNIGHT SHIFT EMPLOYEES

Paychecks for midnight shift employees will be available at the completion of their shift on payday.

D. PAY PERIODS/REGULAR PAYCHECK DISTRIBUTION

Pay periods shall be biweekly with pay days on alternate Friday's. When pay days fall on holidays, employees shall receive their pay on the last regular workday prior thereto.

ARTICLE 35 - HEALTH/DENTAL/VISION COVERAGE

A. Coverage and Cost. The City shall make available substantially similar group health and hospitalization insurance, dental insurance, and vision coverage and benefits to that in existence prior to the signing of this Agreement at substantially similar costs to that of other City employees.

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

B. Waiver of Insurance. Any employee shall have the option to waive the right to receive medical, dental and/or vision insurance coverage under the terms of this Section, provided they show proof of other coverage. If an employee waives any such insurance coverage but thereafter chooses to reverse his decision, the reinstatement of each such insurance may be contingent upon the employee's insurability and may also be subject to such conditions, limitations and restrictions as the City's insurers may prescribe as a consequence of the employee's prior waiver and non-coverage.

C. Premiums

1. The Employer agrees to pay the full premium for presently maintained health/dental/vision coverage, for the employee and his eligible family members, but reserves the right to accept bids for substantially similar coverage from other carriers.

2. Subject to the limitations above (coverage, cost, and limitation of city health care costs), the Employer agrees to pay the full premium for health/dental/vision coverage for the employee and his family during an employee's absence as the result of any injury or illness or while the employee is laid off for a maximum of a twelve-week period.

3. A City-wide committee shall be established to develop a proposal with regard to cost savings and cost containment for health/dental/vision insurance costs. The committee shall consist of the following: one member of each bargaining unit in the City, City Manager or Assistant City Manager, City Attorney, Human Resources Manager, Director of Finance, and a Department Head representative. The committee shall meet as necessary to discuss potential cost savings ideas.

4. The committee shall develop proposals and be prepared to present a recommendation to each bargaining unit for ratification. The parties agree that a proposal acceptable to all parties shall be incorporated in the various collective bargaining contracts by letter of agreement.

5. 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 make 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 make 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 make no representation in this agreement regarding benefits under I.R.S. rulings.

D. Coverage

Health/Dental/Vision coverage for employees will include the following riders and will commence on the first of the month following the date of hire unless modified by letter of agreement for the following coverage:

- Blue Cross/Blue Shield Community Blue Plan 1 for employees which includes the following riders:

ASFP, Preferred RX, PD-CR \$10.00, MOPD-2, Dental Preferred, Vision A-80.

E. Coverage Upon Retirement

1. Employees who retire at age 50 to 55 under the provisions of M.E.R.S., or older will be given the option to participate, at their own expense, in the Employer's group coverage.

2. For Employees who retire at age 60 or older with at least 10 years of service, the

City will contribute \$50.00/month to the employee's hospitalization insurance premium during the first two years of his retirement, and \$75.00/month during subsequent years until the employee is eligible for a government subsidized program (i.e. Medicare/Medicaid) to age 70 as a maximum.

3. The City will contribute \$150 of the premium cost per month for employees who retire with 80 points (age plus years of service) toward their health insurance until age 70 and for employees opting for early retirement window currently being offered by the Employer between 1/1/98 and 6/30/98. Cost for employees opting this early retirement shall be included as an eligible cost for total package bargaining in the next contract. This payment of \$150.00 can be used for payment of premiums to other health insurance carriers if the City is supplied proof of the insurance premium payment by the retired employee.

F. Insurance Incentive

1. An insurance incentive shall be paid to eligible employees in the amount of \$1,300 (minus State and Federal taxes if required) through the payroll system in twenty-six (26) equal payments commencing the pay period including July 1.

2. Employees electing this option shall provide proof of insurance coverage to the employer to justify the incentive payment.

3. Employees who happen to be married to another City employee will receive \$450 per year. Said payments shall be made in accordance with the biweekly payroll or may be placed in a tax deferred annuity sponsored by the City and approved by the IRS.

ARTICLE 36 - 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.

B. Coverage will commence upon completion of the employee's original one-hundred eighty (180) day probationary period.

C. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 37 - 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.

ARTICLE 38 - UNEMPLOYMENT BENEFITS

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

ARTICLE 39 - MISCELLANEOUS BENEFITS

A. Employees shall not be allowed to use city facilities for personal use. In the event that other employees or employee groups are allowed to utilize city facilities for this purpose, the privileges will automatically be restored to the bargaining unit.

B. In the event that an employee is unable to operate equipment or motor vehicles required for the performance of their regular job duties, because of a court-imposed suspension or restriction of their driving privileges, the City shall endeavor but not guarantee to assign other work for which he is qualified, provided such work is available. Such reassignment shall be for a maximum of ninety (90) calendar days. If no such work is available, the affected employee must use accumulated vacation, personal, and compensatory time; the City shall not create work for this purpose. A driver's license suspension that prevents an employee from performing their regular job assignments for more than ninety (90) days may be considered grounds for disciplinary action including dismissal.

ARTICLE 40 - CLASSIFICATIONS AND RATES

A. Classifications and their respective rates are included as Appendix "A".

B. Shift Differential

1. Employees working a shift beginning between 10:00 a.m. and 4:59 p.m. shall receive .40 per hour in addition to their regular wage.

2. Employees working a shift beginning between 5:00 p.m. and 4:59 a.m. shall receive .30 per hour in addition to their regular wage.

3. Employees working a shift beginning between 5:00 a.m. and 9:59 a.m. shall not receive a shift differential.

4. Employees working a regular shift beginning on Saturday or Sunday between 5:00 A.M. and 9:59 A.M. shall receive \$.20 per hour in addition to their regular hourly rate for all hours worked on Saturday and Sunday. This weekend differential shall be raised to \$0.50 per hour effective upon the signing of this agreement.

C. Certificates

Employees of the Water and Wastewater Treatment Plants, and Water Distribution, shall be paid the following additional hourly amounts over their base pay rate for all Michigan State Department of Environmental Quality certificates received.

<u>Water Distribution</u>	<u>Water Plant</u>	<u>Wastewater Plant</u>
S-1..... 50 cents	D-1.....75 cents	B.....\$1.20
S-2..... 40 cents	D-2.....55 cents	C.....60 cents
S-3..... 25 cents	D-3. . .35 cents	D.....25 cents
S-4..... 15 cents	D-4..... 15 cents	

Rates are paid only at the highest level of license for hours paid including overtime. Payment for certification pay shall be lump sum and paid quarterly in separate checks.

Bargaining unit employees certified by the Michigan Department of Agriculture as Commercial Applicators shall be paid \$.10 over their base rate for each pest management category in which they are certified, provided the City approves of each category as germane to the employee's duties and needs of the City.

D. Hole Rate Differential

Effective upon the signing of this contract, the Hole Rate differential will be eliminated and converted to an increase of \$.05/hour in the base rate for each position assigned to the Water Distribution Department and Public Works Sewer Maintenance Crew. This adjusted base rate will apply for all hours paid, as compensation for working in trenches and holes. Employees who are called upon to work in trenches or holes for the Water Distribution Department and Public Works Sewer Maintenance Department but are not employees of those departments will receive a pay rate equivalent to Pay Rate II for all the hours worked in excavated trenches or holes not less than five (5) feet in depth. Assignment to the Public Works Sewer Crew will be seasonal, and assignments will be made through the posting process.

E. Rates for New Jobs

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

ARTICLE 41- COST OF LIVING ADJUSTMENT

A. COLA shall be frozen for the term of this Agreement and paragraph "B" will not be implemented during the term of this contract.

B. It is further agreed between the parties that in the event the cost of living during either of the fiscal years exceeds the percentage of wage increase for the given year as more particularly stated above, then, in that event, the wage increase for the particular fiscal year shall be the percentage increase in the cost of living as published by the United States Government and known as the Consumer Price Index-National.

In the event that the cost of living in any fiscal year exceeds the wage increase granted by the City and agreed upon between the parties in accordance with the Agreement, the increased wages based on the Consumer Price Index shall be paid quarterly and shall be based on a formula that a one point increase in the Consumer Price Index shall equal five (\$5.00) dollars per month in wages. For computation purposes, the May Consumer Price Index will be used as a starting point for each fiscal year.

ARTICLE 42 - LONGEVITY

A. Each employee covered by the Agreement shall be paid longevity according to

their seniority, to be paid the first pay period of December. Longevity will be based on the following schedule:

<u>Years of Service</u>	<u>7/1/96</u>
5 years through 9 years	310.00
10 years through 14 years	340.00
15 years through 19 years	370.00
20 years through 24 years	400.00
25 years through 29 years	430.00
30 years and over	460.00

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

C. Employees who are on Workers Compensation shall receive said pay while on Workers Compensation as long as they are drawing at least a partial City paycheck.

ARTICLE 43 - CLOTHING ALLOWANCE

Full time employees within the bargaining unit shall receive the following clothing provision:

A. Motor Pool Employees shall receive five (5) sets of coveralls per employee.

B. All employees shall be issued official city uniforms that shall be maintained at City cost.

C. In addition, 20 pairs of coveralls in the summer months, and 10 pairs of coveralls in the winter months, shall be made available to employees of the Public Works Department, and Water Distribution whose work may require coveralls. The use of the standby coveralls by an employee must be approved by his immediate supervisor.

D. Uniforms provided by the Employer shall be worn by the employees only when on duty or when in transit to or from work.

E. A committee shall be established consisting of four members from the Employer and six members from the Union (with representation from the supervisory union and each department represented) to discuss the issue of uniforms and to make a recommendation to the Employer as to the style of uniform worn, including a standardized jacket.

ARTICLE 44 - MILEAGE ALLOWANCE

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

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

ARTICLE 45 - PENSIONS

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

Plan B-3 of the M.E.R.S. F55 - 25, with 5% fixed contribution rate by covered employees beginning January 1, 1998. Benefit Plan E-2 effective July 1, 1999.

B. The Employer agrees to provide Social Security in accordance with the applicable law.

C. The City will pay for a supplemental valuation to determine the cost of increasing the current B-3 benefit formula to a B-4 benefit formula. After the cost has been determined, the Union will decide whether the new retirement program will be implemented. This retirement benefit increase will be granted in lieu of a pay increase for 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 46 - EDUCATIONAL OPPORTUNITIES (WORK RELATED)

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

ARTICLE 47 - SAFETY GLASSES

The Employer shall provide each employee with a maximum of one pair of MIOSHA approved prescription safety glasses per calendar year, unless a change in prescription occurs which is documented by an optometrist or ophthalmologist or due to a documented work related loss or damage. The cost of the glasses will be borne by the Employer. The Employee is responsible for all costs involving eye examinations for the glasses. The Employer will pay for tints or U.V. protection if prescribed by the employee's doctor.

ARTICLE 48 - 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. Any proposed changes in job descriptions shall be submitted to the Union in writing. The Union shall respond to the proposed description within five (5) working days of

the receipt of the proposed description. If the parties cannot reach agreement on said description, it shall be proper subject for negotiations.

ARTICLE 49 - APPRENTICESHIP PROGRAM

A. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of members, of whom shall be selected by the Employer, and by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade.

Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

B. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

ARTICLE 50 - PERSONNEL FILES/PERSONAL INFORMATION

A. Personnel Files

There shall be only one (1) official personnel file maintained by the Human Resources Department for each employee. Where an unofficial file is maintained at a department, the Human Resources Department 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 employee's knowledge.

B. Personal Information

Each employee covered by this Agreement shall have the personal responsibility to keep the City advised of any changes in name, address, telephone number (if any), change of insurance beneficiary, names and 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 the Human Resources Department in writing on forms provided by the City, promptly 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 shall have no responsibility for failure of an employee to promptly report any of the above changes. The Employer will periodically place reminders to employees in their paychecks to update this 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.

C. A member of this bargaining unit leaving the employ of the City by voluntary termination or retirement shall give two (2) weeks' written notice to the City by completing the necessary form in the Human Resources Department. Failure to do so may result in a delay in the availability of the employee's final paycheck. However, in no event shall the delay in payment extend beyond thirty (30) calendar days of the employee's last day of work.

D. CDL Policy

The parties agree to include in total, a CDL Policy currently being developed by the Union and Employer.

ARTICLE 51 - 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 52 - 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.

**APPENDIX A
CLASSIFICATIONS & PAY RATES**

CLASSIFICATION

Parks Maintenance Aide
Water Plant Operator
Wastewater Treatment Plant Operator
Wastewater Treatment Lab Tech/Operator
Equipment Mechanic Helper
Heavy Equipment Operator
Heavy Equipment Operator - Arena
Assistant Sign Technician
Small Equipment Mechanic
Utility Locator

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	01/01/01 (3%)	12.64	13.40	14.13	14.86	15.65
	07/01/01 (4%)	13.14	13.94	14.70	15.46	16.27
	07/01/02 (3%)	13.54	14.35	15.14	15.92	16.76
	07/01/03 (3%)	13.94	14.78	15.59	16.40	17.26

CLASSIFICATION

Special Equipment Operator
Purchasing & Supply Technician
Equipment Mechanic
Meter Crew Leader
Arborist
Sign Technician
Meter Service Technician
Utility Inspector
Maintenance Mechanic / Electrician
Maintenance Mechanic - Arena
Maintenance Mechanic - Parks
Maintenance & Equipment Operator - Wastewater
Maintenance Carpenter

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	01/01/01 (3%)	13.51	14.33	15.11	15.93	16.73
	07/01/01 (4%)	14.05	14.90	15.71	16.57	17.40
	07/01/02 (3%)	14.48	15.35	16.19	17.07	17.92
	07/01/03 (3%)	14.91	15.81	16.67	17.58	18.46

An employee posting to a higher or lower classification will move to said classification in the same seniority step.

Effective upon signing the agreement, the employer agrees to pay a signing bonus equal to 2% of the employee's annual base wage which was in effect on December 8, 2000 as calculated on a 2080 hours annual compensation.

Marquette



the Superior location

LETTER OF AGREEMENT
BETWEEN
THE CITY OF MARQUETTE
AND
THE PWD CHAPTER OF
LOCAL #1852

ICE RESURFACING CALL-OUT PROCEDURES

In the absence of the regularly scheduled part-time Ice Resurfacing employee, the following non-precedent setting procedure shall be implemented:

- Step One: The Arena Events Coordinator will call out the Arena Heavy Equipment Operator. If the Arena Heavy Equipment Operator is unavailable or absent, Step Two will be followed.
- Step Two: The Arena Events Coordinator will call out the Arena Maintenance Mechanic. If the Arena Heavy Equipment Operator and the Arena Maintenance Mechanic are unavailable or absent, Step Three will be followed.
- Step Three: The Arena Events Coordinator will call out a bargaining unit member, based on seniority, who is qualified to operate Ice Resurfacing equipment, utilizing a list of qualified operators. If no qualified bargaining unit operators are available or absent, Step Four will be followed.
- Step Four: The Arena Events Coordinator will call out any available part-time Ice Resurfacing personnel.

Note: If the Arena Events Coordinator is unavailable or absent, the Parks and Recreation Director will administer the Ice Resurfacing call-out procedures.
The Ice Resurfacing Equipment is classified as "light equipment".

For the Union:

David Contois

For the Employer:

Donald R. Peterson

Gayle Lynn

Judy L. Stanley

Dated: 3/8/2001