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6/30/2004

AGREEMENT
BETWEEN
THE MARQUETTE CITY COMMISSION
AND
SUPERVISORY EMPLOYEES
LOCAL #1852, MICHIGAN COUNCIL 25
AFSCME, AFL-CIO

Marquette, City of

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This Agreement made and entered into on this 1st day of July, 2000, by and between the Marquette City Commission, hereinafter referred to as the "Employer", and the Supervisory Employees Chapter of Local #1852, 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 - 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.

ARTICLE 2 - UNION REPRESENTATION

A. Chapter Chairperson and Steward

The employees covered by this Agreement will be represented by a Chapter Chairperson or Steward. The Union shall have the exclusive right to assign said Chapter Chairperson or Steward.

B. The Employer will be notified in writing of the names of the Chapter Chairperson and Steward. The Steward would serve only in the absence of the Chapter Chairperson.

C. Either the Chapter Chairperson or Steward (but not both) may investigate and present grievances to the Employer in accordance with his Agreement. The Chapter Chairperson or Steward 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 or 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 four (4) 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 3 - 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. 179, Public Act of 1965, of the regular full-time employees 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. The term "employee" when used in this Agreement shall refer to and include only those supervisory employees who are included in the collective bargaining agreement.

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

The City of Marquette and the Union hereby agree that the agreement shall apply only to employees of the supervisory Unit of Public Works, Water Distribution, Parks and Recreation, Motor Pool, and Water and Wastewater Treatment Plants. The supervisory unit being defined as the following positions:

1. Supervisor, Street Maintenance - Public Works
2. Supervisor, Equipment Maintenance - Motor Pool
3. Supervisor, Water Distribution - Water Distribution
4. Supervisor, Parks & Recreation - Parks & Recreation
5. Supervisor, Cemetery Maintenance - Parks & Recreation
6. Supervisor, Sewer Maintenance - Public Works
7. Supervisor, Wastewater Treatment Plant
8. Supervisor, Water Treatment Plant

ARTICLE 4 - 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 5 - 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 6 - 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 required or 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 7 - 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) 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 8 - 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 to the Union.

B. The amount of such representation fee will be determined as set forth in the dues check-off articles.

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

ARTICLE 9 - 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 hereafter.

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 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 10 - SPECIAL CONFERENCE

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 11 - 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 for both parties.
5. It is recognized that the employee may at his discretion choose to be represented by the Steward or Chapter chairperson at any step 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..

B. Employee Grievances

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 he 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 Steward in writing, to the Human Resources Manager within five (5) working days after the response of Step 1 is due. If requested, a meeting may be called to discuss the grievance at this step in an attempt to resolve the grievance.

b. The Human Resources Manager shall respond in writing to the Steward 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 Director of Human Resources 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 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 12 - COMPUTATION OF BACK WAGES

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

ARTICLE 13 - 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 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 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 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.

ARTICLE 14 - 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 15 - 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 his date of hire. When an employee completes his trial period, he shall be entered on the seniority list of the unit and shall rank or seniority as of the transfer date into the 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 bargaining unit-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.

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

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

Seniority Lists

A. The Employer will maintain a seniority list, and will provide the 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.

B. 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.

Seniority of Officers and Stewards

The Chapter Chairperson & Chief Steward, 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.

Loss of Seniority

An employee shall lose his seniority for any of the following reasons:

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 at the 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 16 - LAYOFF DEFINED

No member of the supervisory unit shall be laid off until all employees within the bargaining unit they supervise are laid off.

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

B. In the event an employee is denied the job, reasons for denial shall be given, in writing, to his steward 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 one-hundred fifty (150) calendar day trial period, he 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, if requested, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

D. During the probationary period, employees will receive ninety-five percent of the rate of pay of the position for which they were hired.

E. During the trial period, employees will receive the rate of pay of the position for which they were hired.

ARTICLE 18 - LEAVES OF ABSENCE

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. 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.

2. 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.

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.

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 consecutively 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

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:

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.

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 from 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 or taking blocks of time) only if medically necessary (and documented in writing by a physician) for 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-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 or 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.

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.

PROCEDURE

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 Resource Manager 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 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.

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:

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

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 - RATES FOR NEW JOBS

When a new job is created, the Employer will notify the 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 20 - JURY DUTY

An employee who reports for jury duty will be paid his regular rate of pay for all regular shift hours spent at 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 21- WORKING HOURS

Normal working hours will be Monday through Friday on the day shift.

ARTICLE 22 - TIME AND ONE-HALF COMPENSATORY TIME/DOUBLE TIME

General Provisions

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

Time and One-Half

Time and one-half will be paid as follows:

- A. 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.
- B. For all hours worked on holidays.

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.

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 time worked. The maximum number of hours an employee may use for compensatory time in any calendar year is ninety (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 selecting other dates within the calendar year.

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.

ARTICLE 23 - 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 eighty (80) 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 eighty (80) 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 24 - 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.** 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 workforce, unless other arrangements are made between the employee and the Department Head. For notification purposes, contact will be made with the employee's regular replacement. The regular replacement shall then notify the Department Head or Department Office and complete the appropriate form for the absent employee to receive sick leave.

C. **Sick Leave Abuse.** The Employer may at any time notify the Employee in writing that it suspects possible abuse of sick leave 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 employee feel that the Employer is being unreasonable and capricious in making such determination, a special conference will be held and if the matter is not resolved at such meeting 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 certificate whenever five (5) or more consecutive sick leave days are claimed. Employees failing to provide required medical certification shall not be permitted to return to work, be entitled to paid sick leave, or use of other benefit time such as vacation, sick 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, death, or voluntary separation from employment for employees with at least ten (10) years of service, payment will be made for one half (½) of a maximum accrual of eighteen hundred (1,800) hours. Upon the retirement, or voluntary separation of employees hired prior to January 1, 1975, payment will be made for one-half (½) of all hours accrued.

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 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.

F. **Two (2) Week Notice.** 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.

G. An employee may use two (2) days of sick leave each anniversary year for the illness of a dependent child, spouse or member of the employee's household.

H. 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.

ARTICLE 25 - FUNERAL LEAVE

A. An employee shall be allowed up to three (3) working days within three (3) days of the date of 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, grandchildren, aunts, uncles, 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 (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 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. Employees must notify the department office in advance that they will be on funeral leave.

E. The City may require written verification of death and/or of the relationship of the

employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time.

F. The Employee shall complete a request for time off form within three (3) days of the employee's return to work following the funeral leave.

ARTICLE 26 - HOLIDAY PROVISION

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 15th
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Employees will be paid their current rate based on their regular work day for said holidays.

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

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

If a holiday falls on a 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.

Employees will be paid for holidays during their probationary period.

ARTICLE 27 - PERSONAL TIME

All unit supervisors shall be entitled to thirty-two (32) hours personal time annually which shall be awarded on their anniversary date.

The following positions are not required to be in the beeper rotation and will receive four (4) additional hours of personal time on their anniversary date.

1. Supervisor, Cemetery Maintenance
2. Supervisor, Water Treatment Plant
3. Supervisor, Wastewater Treatment Plant

All 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.

ARTICLE 28 - 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) hour advance notice is given to the Department Head except in case of emergency.

B. A vacation may not be waived by an employee and extra pay received for work during that period..

C. 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.

D. 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>
Beginning yr 1	5 days vacation	1.5385
Beginning yr 2 - 5	10 days vacation	3.0770
Beginning yr 6	11 days vacation	3.3846
Beginning yr 7	12 days vacation	3.6923
Beginning yr 8	13 days vacation	4.0000
Beginning yr 9	14 days vacation	4.3077
Beginning yr 10 - 13	16 days vacation	4.9231
Beginning yr 14 - 17	19 days vacation	5.8462
Beginning yr 18 - 20	22 days vacation	6.7692
Beginning yr 21	23 days vacation	7.0769
Beginning yr 22	24 days vacation	7.3846
Beginning yr 23	25 days vacation	7.6923
Beginning yr 24	26 days vacation	8.0000
Beginning yr 25	27 days vacation	8.3077
Beginning yr 26	28 days vacation	8.6154
Beginning yr 27	29 days vacation	8.9231
Beginning yr 28	30 days vacation	9.2308

E. A maximum of four hundred eight (408) hours may be accrued in an employee's vacation bank, as of June 30 each year of this contract.

F. Accrued vacation time may be used upon the completion of the employee's probationary period.

G. 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.

H. 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.

ARTICLE 29 - PAYCHECK DISTRIBUTION

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.

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 in 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.

ARTICLE 30 - HEALTH/DENTAL/VISION COVERAGE

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.

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. 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 insurer's may prescribe as consequence of the employee's prior waiver and non-coverage.

Premiums

A. 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.

B. 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.

C. 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.

D. 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.

The committee shall develop proposals and be prepared to present 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 agreement.

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 by 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.

Coverage Upon Retirement

E. Employees who retire at age 55 or older 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.

F. The City will contribute \$150 of the premium cost per month or employees who retire with 80 points (age plus years of service) toward their health insurance until age 65. 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.

Insurance Incentive

G. 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.

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

ARTICLE 31 - LIFE INSURANCE COVERAGE

A. The Employer agrees to pay the full premium for a life insurance plan for each employee, \$30,000 while employed.

B. Coverage will commence upon completion of the employees probationary period.

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

ARTICLE 32 - 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 33 - UNEMPLOYMENT BENEFITS

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

ARTICLE 34 - CLASSIFICATIONS AND RATES

A. **Rates**

See Wage Schedule - Appendix "A".

B. **Shift Differential**

A shift differential of sixty (.60) cents per hour will be paid for all shifts except regular scheduled day shifts.

C. **On-Call Compensation Pay**

All Supervisors required to be On-Call will be compensated at the rate of \$2.50 per hour for all hours of scheduled Call, with the exception of their regularly scheduled shifts.

D. **Certificates**

The Water Maintenance Supervisor will receive a \$500.00 annual payment for his S-3 Water Certificate, if he possesses one. Payment will be made in December and will be based on the previous calendar year.

One Maintenance Supervisor will receive a \$500.00 annual payment for his Hazwoper certificate, if he continues to possess one. Payment will be made in December and will be based on the previous calendar year.

The Vehicle Maintenance Supervisor will receive a \$1,000 annual payment for his National Association of Individual Service Excellence (NAISE) if he continues to be a member. Payment will be made in December and will be based on the previous calendar year.

The Parks and Recreation Supervisor will receive a \$500.00 annual payment for his National Parks and Recreation "Playground Safety Inspection" Certificate, if he continues to possess one.

Payment made in December based on previous calendar year.

The Water Plant Supervisor will receive a \$1,000.00 annual payment for his D1 or F1 Certificate, if he possesses one. Payment will be made in December and will be based on the previous calendar year.

The Wastewater Supervisor will receive a \$2,496.00 annual payment for his B Certificate, if he possesses one. Payment will be made in December and will be based on the previous calendar year.

ARTICLE 35 - COST OF LIVING ADJUSTMENT

A. COLA shall be frozen for the fiscal years 2000-01, 2001-02, 2002-03, 2003-04 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 36 - LONGEVITY

A. Each employee covered by the Agreement shall be paid longevity according to their seniority, on their anniversary date. Longevity will be based on the following schedule:

Years of Service

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 37 - CLOTHING ALLOWANCE

Supervisors shall be required to wear a City approved uniform while on duty except in emergency call out situations where wearing a uniform would delay City response. A committee of the unions shall meet to select appropriate uniforms, which the City shall have the right to approve, such approval shall not be unnecessarily withheld. The City should continue to provide laundered coveralls for unit members.

ARTICLE 38 - 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 39 - PENSIONS

A. The pension provisions now in effect for employees covered by his Agreement shall be continued. The pension plan is as follows:

B-3 With E-2 of the MERS with F-55 - 25 years of service.

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

ARTICLE 40 - LEAVE WORK-RELATED EDUCATIONAL OPPORTUNITIES

Employees shall be allowed to attend appropriate conferences, training sessions, or seminars to further their skills, provided the Employer determines that it is an appropriate work related educational opportunity.

ARTICLE 41 - SAFETY GLASSES

The Employer shall provide each Employee with a maximum of one pair of safety glasses per calendar year, unless a change in prescription occurs which is documented by an optometrist or

ophthalmologist. 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 42 - 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 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 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 43 - 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. All pay checks shall be distributed in a sealed envelope.

C. All employees may sign City required documents and forms, i.e., insurance forms, during working hours.

D. Supervisors will be granted the use of a city vehicle for:

Travel to and from their place of residence and the workplace to facilitate specific job assignments and decrease response time to emergency calls.

City vehicles will not be used for any use other than city business. However, Supervisors on call will have use of their city owned vehicles during their on call time for personal use to decrease response time to emergency calls.

E. Supervisors on call will be provided a cellular phone for call out purposes to decrease response time to emergency.

F. The Cemetery Supervisor is required to reside in the residence provided by the City. Accordingly, the City will provide the residence and pay all utilities for such residency.

1. A \$1,500 yearly maintenance budget for items of a permanent nature shall be allowed for the Supervisor, Cemetery and Supervisor, Parks & Recreation for the purposes of maintaining their city provided residence. It is agreed that maintenance will be completed by the Supervisor in his off duty hours or contracted out, and the City shall make reimbursement to the Supervisor for expenses through normal City purchasing policies. It is further agreed that no single item shall be for an amount in excess of \$1,000. All purchases shall be processed according to the City's accounting guidelines.

2. In the absence of the Cemetery Supervisor on approved leave, if it is necessary to call out a Supervisor to close the gate, the Supervisor on call would open and close the Cemetery gates, and it will be treated as a call out.

G. IRS Section 125 - Flexible Spending Account

The City will establish a flexible spending account for items allowable under Section 125 of the Internal Revenue Service Code.

ARTICLE 44 - 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.

ARTICLE 45 - PERSONNEL FILES/PERSONAL INFORMATION

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.

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, 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 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.

ARTICLE 46 - 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 47 - 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 48 - 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 49 - DISTRIBUTION OF AGREEMENT

The Employer shall be responsible for retyping and distributing the new agreement to all current and future employees.

ARTICLE 50 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2004.

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.

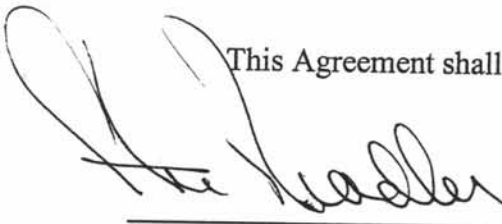
B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination of either party, on sixty (60) days written notice prior to the current years' termination.

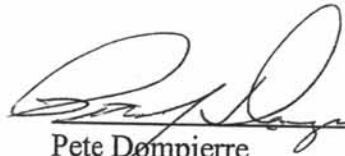
C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs this Agreement may be terminated by either party on ten days written notice of termination.

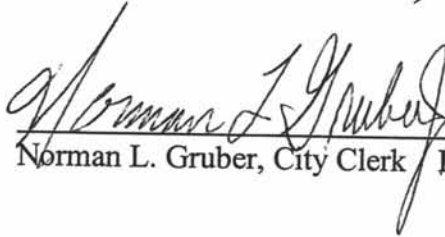
D. Any amendments that may be agreed upon shall become and be a party of this Agreement without modifying or changing any or the other terms of this Agreement.


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; if to 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.


Stuart Bradley, Mayor 3/28/01
Date


Pete Dompierre 4/3/01
Staff Representative Date


Norman L. Gruber, City Clerk 3-28-01
Date


David Contois 3-28-01
Chapter Chairperson Date

APPENDIX "A"

SUPERVISORS WAGE SCHEDULE

<u>POSITION</u>	<u>1/1/01</u>	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>
1. Cemetery Maintenance/ Supervisor	17.95	18.67	19.23	19.81
2. Water Plant Chief Operator/ Supervisor	19.84	20.21*	20.82	21.44
3. Parks & Recreation Maintenance/ Supervisor	19.34	20.21	20.82	21.44
4. Wastewater Plant/Supervisor/ Chief Operator	21.21	20.21**	20.82	21.44
5. Water Distribution/Supervisor	19.34	20.21	20.82	21.44
6. Sewer maintenance/Supervisor	19.34	20.21	20.82	21.44
7. Street Maintenance/ Supervisor	19.34	20.21	20.82	21.44
8. Equipment Maintenance/Supervisor	19.34	20.21	20.82	21.44

* Reflects a \$.48 decrease per/hour for certificate pay of \$1,000.00 per/year paid in December.

**Reflects a \$1.20 decrease per/hour for certificate pay of \$2,496.00 per/year paid in December.

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.