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6/30/95

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

*Margaret, City of*

Effective July 1, 1992

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## AGREEMENT

This Agreement made and entered into on this 1st day of July, 1992, 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.).

### 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 1. COLLECTIVE BARGAINING UNIT

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, 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. 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 following agreement shall apply only to employees of the supervisory unit of Public Works, Sewer, Parks and Recreation, Water Distribution & Collection System, and Water and Wastewater Treatment Plant Departments. The supervisory unit being defined as the following positions:

1. Street Maintenance Supervisor - Public Works Department
2. Equipment Maintenance Supervisor - Public Works Department
3. Water Maintenance Supervisor - Water Utility Distribution
4. Parks & Recreation Supervisor - Parks & Recreation
5. Cemetery Maintenance/Supervisor - Parks & Recreation
6. Sewer Maintenance Supervisor - Public Works
7. Chief Operator/Supervisor - Wastewater Treatment Plant
8. Chief Operator/Supervisor - Water Treatment Plant

## 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 required for membership commencing thirty (30) 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) 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 used by the Employer herein (see paragraph d) provided, 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.

TO: \_\_\_\_\_

EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- ( ) An amount established by the Union as monthly dues;
- or,
- ( ) An amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_.

BY: Please print

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
St. Number

\_\_\_\_\_  
Street Name and Direction

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employer's Copy

\_\_\_\_\_  
Date

**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 used by the Employer herein (see paragraph 4D), provided 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) 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 Article 4 of this contract.

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) days following the date on which they were deducted.

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

#### ARTICLE 8. SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Steward 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 must attend such special conferences.

#### ARTICLE 9. GRIEVANCE PROCEDURE

A. "Grievance" means any dispute regarding the meaning/interpretation or alleged violation of the terms and provisions of the Agreement, as written. Either party to this Agreement may file grievances. In order to be a proper matter for grievance procedures, the grievance must be presented within ten (10) working days of the Employer's, employees' or the Union's knowledge of its occurrence. The Employer will answer, in writing, any written grievance presented to it by the Union. The Union will answer, in writing, any written grievance presented to it by the Employer. The Employer and the Union shall receive signed, duplicate copies of all grievances. For the purpose of this Article, holidays, sick leave, vacation and funeral leave will be excluded from all time limits.

#### Employee Grievances

Step 1. 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 immediate supervisor, with or without the steward present.

B. The steward may discuss the grievance with the immediate supervisor.



C. The immediate supervisor shall give his answer to the steward within five (5) working days of the initial discussion.

Step 2. If the grievance remains unsettled, it shall be presented by the Steward in writing, simultaneously to the Personnel Director and Department Head within five (5) working days after the response of Step 1 is due. The Personnel Director shall respond in writing to the Steward within five (5) working days. 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.

A. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Steward shall present the grievance to the City Manager, within ten (10) working days 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.

B. If the grievance is not settled, the Union may present the grievance to the City Commission, through the City Manager at the next regular meeting. The City Commission will answer the grievance at the first meeting following the meeting at which the grievance was presented. Said answer shall be presented in writing to the Council Staff Representative within ten (10) working days of the Commission decision. The aggrieved employee, under the "Open Meetings Act" may request a closed meeting.

Step 4.

A. If the answer of the City Commission 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 Federal Mediation and Conciliation Service. This request must be submitted to the Federal Mediation and Conciliation Service within thirty (30) working days of receipt of written response from the City Commission.

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.

#### Employer Grievances

Step 1. If the Employer feels it has a grievance, said grievance shall be presented in writing and discussed with the Union Steward. The Steward shall present a decision to the City Manager in writing within five (5) working days from the date of receipt of the written grievance.

Step 2. If the answer is not satisfactory to the Employer, it will be presented to a fact-finding committee consisting of three (3) people who are residents and taxpayers of Marquette. One will be selected by the Employer, one will be selected by the Union, and one will be selected jointly by both the Employer and the Union. The decision of the fact-finding committee will be final and binding on both parties.

#### ARTICLE 10. COMPUTATION OF BACK WAGES

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

#### ARTICLE 11. DISCHARGE AND SUSPENSION

A. Notice of Discharge and Suspension. The Employer agrees, promptly upon the discharge or suspension of any employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward. Upon request, the employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, it shall be subject to the Personnel Director's step of the grievance procedure.

D. Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions 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.

#### ARTICLE 12. 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 13. 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.

#### C. Probationary Employee Benefits.

Hospitalization coverage will commence on the 28th day of the month of hire.

Life insurance coverage will commence 180 calendar days after date of hire.

Holidays occurring during the 180 calendar day probationary period will be paid to the employee in the next paycheck following the end of the pay period which includes the holiday.

#### ARTICLE 14. 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 from the day 180 calendar days prior to the date he completes his probationary period. 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 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.

D. Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.

#### ARTICLE 15. SENIORITY LISTS

A. The seniority list on the date of this Agreement shall show the date of hire, name, addresses, and job titles of all employees of the unit entitled to seniority.

B. The Employer will keep a seniority list, and will provide the Steward with up-to-date copies once a year of July 1st. The Employer will make the list available to the Steward upon request for periodic checks.

#### ARTICLE 16. LOSS OF SENIORITY

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

A. Quits 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. Does not return to work when recalled from layoff as set forth in the recall procedure.

#### ARTICLE 17. LAYOFF DEFINED

No member of the supervisory unit shall be laid off until all employees with less seniority within the department they supervise are laid off.

ARTICLE 18. 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. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of ability, merit, qualifications, and seniority. Said 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 will be posted in conspicuous places for a period of five (5) working days, setting forth the minimum requirements for the position. Employees interested shall apply by signing their names on the posting located in the Personnel Department. The senior employee applying for the position who meets the minimum requirements shall be granted a one hundred and eighty (180) calendar days probationary period to determine his ability to perform the job.

B. In the event the applicant is denied the job, reasons for denial shall be given, in writing, to his steward, and the applicant, if requested within five (5) working days. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the grievance procedure.

C. During the 180 calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

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

E. 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.

ARTICLE 19. LEAVE OF ABSENCE FOR ARMED FORCES AND NATIONAL GUARD

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

ARTICLE 20. LEAVE OF ABSENCE

A. Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position of the Union.

2. Illness leave (physical or mental) with doctor's certificate.

3. Prolonged illness in immediate family, with doctor's certificate.

4. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.

B. No more than 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.

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

ARTICLE 21. 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 22. JURY DUTY

An employee who reports for jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the courts.

ARTICLE 23. WORKING HOURS

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

ARTICLE 24. 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.

ARTICLE 25. 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 ten (10) working days (based on five (5) working days per week).

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 ten (10) working days. At no time shall the employee receive more compensation than his regular rate of pay.

ARTICLE 26. SICK LEAVE

A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year.

B. Upon retirement or separation from employment of any employee in good standing after at least ten (10) years of service, one-half (1/2) of such sick leave accumulated at that time shall be paid to the employee. In the event of an employee's death, the Employer will pay one-half (1/2) of such sick leave to the employee's designated beneficiary. Said payments shall be allowed for all employees presently employed. Employees hired after July 1, 1980 shall receive upon separation from employment, one-half (1/2) of accumulated sick leave, with one hundred twenty (120) days the maximum amount to be paid. This payment shall be made in accordance with the above terms.

C. The Employer may at any time notify the Employee and the Union in writing with an attached copy of the Employee's sick leave record, that it suspects possible abuse of sick leave by an Employee and may thereafter require a physician's certificate or other competent evidence certifying to such Employee's inability to work due to illness. Whenever the Union suspects that the Employer was 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. An employee may be required to furnish a physician's certificate whenever three (3) or more consecutive sick leave days are claimed. Employees failing to provide required medical certification shall not be entitled to paid sick leave and such days may constitute unexcused absence.

ARTICLE 27. FUNERAL LEAVE

A. An employee shall be allowed three (3) days with pay as funeral leave days, not to be deducted from sick leave, 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, grandchildren, or a member of the Employee's household. 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.

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

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

ARTICLE 28. HOLIDAY PROVISION

- A. The paid holidays are designated as:
- New Years Eve (day)
  - New Years 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. Should a holiday fall on Saturday, one (1) day shall be added to the Employee's vacation time. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

C. Birthdays. Each employee shall be granted his birthday off as a paid holiday. The Employee will be given the option of taking it off or saving the day off for future use with his department head's permission.



ARTICLE 29. PERSONAL DAYS

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
1 through 2 years	1 day
3 through 6 years	2 days
7 or more years	3 days

Personal days must be taken during the contract year.

ARTICLE 30. VACATION PERIOD

A. Vacation will be granted at such times during the year which are requested by the Employee and approved by the administrative officer, provided forty-eight (48) hour advance notice is given to the administrative officer or immediate supervisor except in case of emergency.

B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

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, his vacation will be rescheduled. Vacation will be accumulative from year to year if the employee is on sick leave.

E. During the life of this Agreement all full-time employees who are members of the bargaining unit will earn credit toward vacation with pay in accordance with the following schedule:

<u>EMPLOYMENT</u>	<u>AMOUNT</u>
1 year	5 days vacation
2-5 years	10 days vacation
6 years	11 days vacation
7 years	12 days vacation
8 years	13 days vacation
9 years	14 days vacation
10-13 years	16 days vacation
14-17 years	19 days vacation
18-20 years	22 days vacation

One (1) additional day of vacation for each year of service for years of service from 21 years to 30 years with a maximum vacation of 30 days. In the event an employee terminates employment before completing one (1) full year of work, he shall receive prorated vacation compensation for the time which he has worked, provided the employee has completed his probationary period.

F. A maximum of twenty (20) days may be carried over from year to year. If an employee is refused vacation and his accumulation is placed in jeopardy, the employee's vacation accumulation shall be extended an additional six (6) months or receive said time in the form of pay.

ARTICLE 31. PAY ADVANCE

A. If a regular pay day falls during a full-time employee's extended vacation, he will receive that check in advance before going on vacation. Extended vacation for the purposes of this Agreement is intended to mean five (5) calendar days. Pay advance may be made in cases of vacation of less than five (5) days or in cases totally unrelated to vacation at the discretion of the Employer.

B. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year.

C. Rate during vacation. 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 32. HOSPITALIZATION MEDICAL COVERAGE

This coverage shall be applied to all employees covered by the terms of this Agreement.

A. The Employer agrees to continue to pay the full premium for presently maintained hospitalization/medical coverage, including Master Medical, for the employee and his eligible family members, but reserves the right to accept bids for the same or better coverage from other carriers.

B. The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family during an employee's absence as the result of any injury or illness (3 months maximum).

C. The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family while the employee is laid off (3 months maximum).

D. The Employer agrees to pay, as provided above, the entire cost of the premium for Outpatient Expense benefits (Rider #FAE-RC), RPS, RM, VST, 1-CMP, ASFP, and Hospice Riders. Effective July 1, 1993 the rider Vision A-80 will be included.

E. The Employer agrees to pay the full cost of the premium for Dental Benefits with an annual benefit maximum of \$1,000.00.

F. Employees who retire at ages 55 to 59 under the provisions of M.E.R.S., will be given the option to continue, at their own expense, to participate in the Employer's group coverage.

G. For employees who retire at age 60 or older with 25 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).

H. Effective July 1, 1992 hospitalization and medical coverage for employees who retire with 80 points (age plus years of service), the City will contribute \$150.00 of the premium cost per month of the employee's hospitalization 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.

I. The Employer agrees to pay an "insurance Incentive" of \$1,300.00 annually to employees who utilize their spouse's or other hospitalization/medical coverage similar in benefit level to the City's coverage. The employee shall provide the Employer with evidence of adequate hospitalization/medical coverage prior to receiving payment. Employees who happen to be married to another City employee will receive \$450.00 per year. Said payment shall be made in accordance with the bi-weekly payroll or may be placed in a tax deferred annuity sponsored by the City and approved by the IRS.

#### ARTICLE 33. LIFE INSURANCE COVERAGE

A. The Employer agrees to pay the full premium for a life insurance plan for each employee. Effective July 1, 1992 the face value will be \$20,000.00 while employed. Effective July 1, 1994 the face value will be \$25,000.00 while employed.

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

#### ARTICLE 34. COMPUTATION OF BENEFITS

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

#### ARTICLE 35. UNEMPLOYMENT BENEFITS

The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement. Said insurance will be equal to what is available with the Michigan Employment Security Commission.

ARTICLE 36. CLASSIFICATIONS AND RATES

A. Rate Increases

1. Effective July 1, 1992, a 3.85% wage increase shall be granted to all Union employees.

2. Effective July 1, 1993, a 3.85% wage increase shall be granted to all Union employees.

3. Effective July 1, 1994, a 3.85% wage increase shall be granted to all Union employees.

4. See Wage Schedule - Appendix "A".

5. Cemetery Supervisor - Appendix "B".

B. Shift Differential

Effective July 1, 1992, a shift differential of 45 cents per hour will be paid for the night shift operation (10:30 p.m. - 6:30 p.m.)

C. Certificates

Woodrow Betts, Water Maintenance Supervisor, will receive a \$500.00 annual payment for his D-4 Water Certificate.

Scott Fleury, Vehicle Maintenance Supervisor, will receive a \$1,000 annual payment for his National Association of Individual Service Excellence (NAISE).

ARTICLE 37. COST OF LIVING ADJUSTMENT

A. COLA shall be frozen for the fiscal years 1992/93, 1993/94, 1994/95, 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 38. 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>AMOUNT</u>		
	<u>7/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
5 yrs thru 9 yrs	235.00	245.00	255.00
10 yrs thru 14 yrs	265.00	275.00	285.00
15 yrs thru 19 yrs	295.00	305.00	315.00
20 yrs thru 24 yrs	325.00	335.00	345.00
25 yrs thru 29 yrs	355.00	365.00	375.00
30 yrs and over	385.00	395.00	405.00

ARTICLE 39. CLOTHING ALLOWANCE

A. All supervisory unit members shall receive five uniforms per employee per year.

B. Employees may purchase additional items through the Employer's vendors and enjoy the discount that is granted the Employer on said purchases.

ARTICLE 40. 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 Federal Government 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 Federal Government 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 Federal Government rate and will be effective on the same date.

ARTICLE 41. PENSIONS

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

Effective July 1, 1993, the plan is changed from B-1 to B-2 with F-55 - 25 years of service of the MERS.

B. Employer agrees to continue the Social Security Plan.

ARTICLE 42. EDUCATIONAL LEAVE

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

ARTICLE 43. SAFETY GLASSES

The Employer shall provide each Employee with a pair of safety glasses. The cost of the glasses will be borne by the Employer. The employee is responsible for all costs involving eye examinations for the glasses.

ARTICLE 44. CONTINUING BENEFITS

The following benefits presently being received by employees of the City of Marquette shall become a part of this Agreement.

A. Employees shall be allowed to use the department garage for all washing and repairing of the employee's personal vehicles. Employees may only use the garage for work on their personal vehicles and must use only their own tools and supplies for such work. So long as all City employees are prohibited from using the new Department of Public Works (DPW) Facility for personal vehicle maintenance the Supervisory Union will refrain from utilizing the facility. In the event that other employees or employee groups are allowed to utilize the Facility, the privileges will automatically be restored to the bargaining unit.

B. Employees having sustained a work related injury shall be allowed two (2) follow up visits to the treating physician without loss of pay.

C. Pay checks held beyond the regular period of distribution shall be held in a plain unmarked envelope.

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

E. Use of City vehicles by members of the supervisory unit will be left to the discretion of the Employer.

F. All supervisors required to be on duty with beeper equipment will be granted three (3) additional hours of personal hours for each week of said duty, not to exceed thirty-nine (39) hours in any calendar year.

G. Supervisors without call duty will receive four (4) additional hours of personal leave per year.

ARTICLE 45. JOB DESCRIPTIONS

While not physically attached to this Agreement, job descriptions shall be a part of this Agreement. Job descriptions will be reviewed and updated periodically.

ARTICLE 46. PERSONNEL FILES

There shall be only one (1) official personnel file maintained by the Personnel Department for each employee. Where an unofficial file is maintained at a department, the Personnel Office shall maintain the original copy at the central office. 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.

ARTICLE 47. STRIKES, WORK INTERRUPTIONS

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

B. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 48. WAIVER CLAUSE

A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter, signed by the parties hereto.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 49. SUCCESSOR CLAUSE

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

ARTICLE 50. FOOD ALLOWANCE

Employees working any overtime in a twelve (12) month period ending November 1st of each year will be paid food allowance on the first payday in December in accordance with the following schedule:

0 - 49 overtime hours worked. . . . .	\$ 75.00
50 - 99 overtime hours worked. . . . .	\$125.00
100 or more overtime hours worked . . . .	\$175.00

ARTICLE 51. DISTRIBUTION OF AGREEMENT

The Employer agrees to furnish copies of the Agreement to all Supervisors named in this contract.

ARTICLE 52. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1995.

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; and if the Employer, addressed in c/o City Manager, City Hall, 300 W. Baraga Avenue, Marquette, Michigan 49855; or to any such address the Union or Employer may make available to each other.

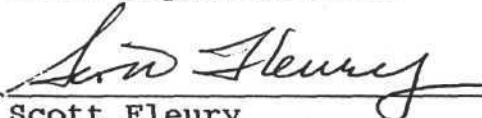
This Agreement shall become effective as of July 1, 1989.

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

DATED: 10-8-92

SUPERVISORY EMPLOYEES, LOCAL #1852,  
MICHIGAN COUNCIL 25, AFSCME,  
AFL-CIO,

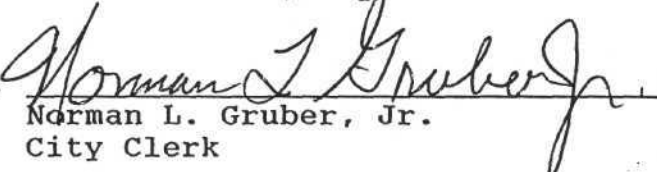
BY:   
Peter Dompierre  
Staff Representative

BY:   
Scott Fleury  
Chief Steward

DATE: 10-9-92

CITY OF MARQUETTE,

BY:   
Frank Sciotto, Mayor

BY:   
Norman L. Gruber, Jr.  
City Clerk

APPENDIX "B"

CEMETERY SUPERVISOR

It was agreed that the items listed below for the Cemetery Supervisor position be included in this Supervisory Contract.

1. A one time annual base rate increase of \$1,500.00 for the Cemetery Supervisor wage.
2. The City would provide the residence and pay all utilities for such residency effective 7/1/92.
3. In the absence of the Cemetery Supervisor on approved vacation or sick leave, the Supervisor on-call would open and close the cemetery gates and it will be treated as a call-out.