

LABOR AGREEMENT
BETWEEN THE MARQUETTE CITY COMMISSION
AND
THE MARQUETTE CITY HALL EMPLOYEES
CITY HALL CHAPTER
LOCAL #1852, MICHIGAN COUNCIL - 25,
A.F.S.C.M.E., AFL-CIO

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PREAMBLE

This Agreement made and entered into on this 1st day of July, 2016, by and between the Marquette City Commission, hereinafter referred to as the "Employer", and the City Hall Employee's Chapter of Local #1852, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the "Union".

- A. 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.).
- B. Wherever herein reference is made to a physician it shall mean "health care provider" as defined by the U.S. Department of Labor in 29 CFR 825.118.
- C. All references to Human Resources herein refer to the Director of Administrative Services.
- D. The parties agree that this Agreement is subject to all federal and state laws, and the provisions of PERA, as amended.
- E. If any deadlines stipulated in this Agreement fall on a non-work day, the deadline may be extended to the end of the next work day.

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 RECOGNITION

The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in the Public Employment Relations Act No. 336, State of Michigan, Public Acts of 1947, as amended (PERA), and the 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. All full time, non-probationary employees and positions in the classifications set forth in Article 36 of this Agreement.
- B. The term "employee" when used in this Agreement shall refer to and include only those employees who are included in the collective bargaining agreement.
- C. The Union acknowledges that its recognition by the Employer is limited to the exclusive representation of the employees employed in the collective bargaining unit.

ARTICLE #2 - MANAGEMENT RIGHTS

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

- A.** To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B.** To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C.** To subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- D.** To determine the number, location and type of facilities and installations;
- E.** To determine the size of work force and increase or decrease its size;
- F.** To hire, assign, and lay off employees, to reduce the work week or the work day;
- G.** To permit municipal employees, not included in a bargaining unit, to perform bargaining unit work 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 – DUES/REPRESENTATION FEES CHECK-OFF

It is agreed that:

- A. Upon receipt of a voluntarily completed and signed individual authorization form from any of its employees covered by this Agreement, the Employer will deduct from the pay due such employee those dues or representation fees required to maintain the employee's membership in the Union in good standing. Such authorization shall be effective only as to membership dues or fees becoming due after the delivery date of such authorization to the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; state income tax, health insurance premiums; and other legally required deductions. Membership dues or representation fee deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of Council 25.
- B. Revocation. Such authorization may be revoked by the employee in accordance with the terms of the authorization on file with Human Resources by furnishing written notice of such revocation to the Union and Human Resources. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate the authorization at any time.
- C. Employer Notification. When an employee is hired, the Employer shall inform the Union of all new employees and agrees to provide the Union with the employee's name and work location.

ARTICLE #5 - DUES AND FEES / REMITTANCE OF

- A. **When Deductions Begin:** Payroll deductions authorized by a properly executed written authorization form shall be effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month 30 calendar days following their date of hire and each month thereafter.
- B. **Remittance of Dues and Fees:** Deductions for any calendar month shall be remitted to the designated officer of Michigan Council #25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all dues-paying employees within ten (10) working days

following the date on which they were deducted.

- C. The Employer will also provide the designated Council officer with the names and addresses of employees who have retired or terminated, and with an alphabetical listing of new hires added since the previous month's remittance of dues.

ARTICLE #6 - UNION REPRESENTATION

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

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

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

ARTICLE #7 - SPECIAL CONFERENCES

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

Union members' scheduled work period. The area staff representative may attend such special conferences.

ARTICLE #8 - GRIEVANCE PROCEDURE

"Grievance" means any dispute regarding the meaning / interpretation or alleged violation of the terms and provisions of the Agreement, as written. However, any party to this agreement may meet informally with the Employer to discuss any work-related matters prior to the initiation of a grievance.

1. In order to be a proper matter for grievance procedure, the grievance must be presented within ten (10) working days of the employee's or the Union's knowledge of its occurrence.
2. The Employer will answer, in writing, any written grievance presented to it by the Union; however, the Union agrees to utilize a grievance form which coincides with the grievance procedure steps outlined in this Article.
3. There shall be one original grievance form which will be passed on from step to step in the grievance process; however, copies may be made at the various steps. The initiating party is responsible for retaining the original grievance form with any attachments until the grievance is resolved or arbitrated. The original will then be filed in Human Resources.
4. Automatic extensions to the deadlines in this Article are granted when the responding party is not at work due to holidays, or any approved leave, or out of town on City or Union business.
5. It is recognized that the employee may at his discretion choose to be represented by the Steward or Chapter Chairperson at Step 1 of the grievance process.
6. Grievances involving suspension or discharge shall commence at Step 2 in accordance with the discharge and suspension article.
7. All grievances shall be delivered in person at each step of the grievance process and the date of receipt shall be noted in writing on the grievance form.

GRIEVANCE STEPS

STEP 1 - IMMEDIATE SUPERVISOR / 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 shall discuss the grievance with the immediate supervisor. The employee may have his steward present at the meeting.
- b. If unresolved, the employee shall present a grievance document and discuss the grievance within five (5) working days with the Department Head, with the steward

present. The Department Head shall give his answer in writing to the steward and employee within five (5) working days of the discussion.

STEP 2 - HUMAN RESOURCES

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

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

STEP 3 - CITY MANAGER

- a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall present the grievance to the City Manager, within ten (10) working days of the signed response from Human Resources for the purpose of attempting to resolve the grievance. A meeting between the parties involved will take place within fifteen (15) working days of the City Manager's or his designated representative's receipt of the grievance. The City Manager shall respond in writing to the Chapter Chairperson within ten (10) working days of the meeting. The Union Staff Representative will attend this meeting if requested by either party.

STEP 4 - ARBITRATION

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

(unless such time limits are waived in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

ARTICLE #9 - 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 Step 2 of the grievance procedure.
- D. **Use of Past Record:** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously or two (2) years from the time the infraction was brought to the attention of the Employer.
- E. The Employer agrees that the generally accepted concept of progressive discipline will be utilized when disciplining employees, depending on the severity of the offense.

ARTICLE #10 - 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. The Employer will allow the Union to arrange a thirty (30) minute meeting between a Union representative and the new employee for the purpose of welcoming the employee, explaining the structure of the Union, the rules, etc. and to provide any pertinent Union

information.

ARTICLE #11 - SENIORITY

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

SENIORITY OF OFFICERS AND STEWARDS:

The Chapter Chairperson and the Stewards, in that order shall head the seniority list of the unit during their term of office, for the purpose of layoff only. However, in no event, shall this advantage allow them to occupy positions for which they are not qualified.

SENIORITY LISTS:

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

LOSS OF SENIORITY:

An employee shall lose seniority for any of the following:

- A. Resigns or retires;
- B. Is discharged and the discharge is not reversed by the grievance procedure;
- C. Is absent for three (3) consecutive working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section shall not be construed as limiting the Employer's right to discipline for any unjustified absence;
- D. Fails to return to work without a satisfactory reason at a specified date following the termination of any leave of absence. Sick leave, benefit time, vacation and FMLA leave 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;
- F. Is unable to return to work from a Workers' Compensation qualifying injury/illness within

twelve (12) consecutive months from the qualifying event.

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 #12 - JOB ELIMINATION

- A. Job elimination is defined as the discontinuance of a job classification position. If the Employer deems it necessary to reduce the number of bargaining unit employees, the Employer shall first use attrition.
- B. Management will identify the proposed position to be eliminated and will meet with the Union representatives at least thirty (30) calendar days prior to the elimination. At such meeting the Employer shall submit a list of employees scheduled for elimination, their names, seniority, job titles and job descriptions. Prior to any job elimination, the parties agree to meet in an effort to come up with alternate solutions.
- C. Employees affected by the elimination shall have the opportunity to bump an employee with less seniority as set forth in Article 13, Layoff and Recall Procedure.
- D. Through the process of an elimination, if an employee bumps into a lower paying classification, said employee shall retain the higher hourly rate. Increases in the hourly rate shall be withheld until the hourly rate equates with the remaining employees within the classification.

ARTICLE #13 - LAYOFF AND RECALL PROCEDURE

LAYOFF PROCEDURE:

- A. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least thirty (30) calendar days prior to the effective date of layoff. At such meeting the Employer shall identify the affected positions and submit a list of the number of employees scheduled for layoff, their names, seniority and classifications.
- B. When a layoff takes place within the bargaining unit probationary employees within the affected classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least senior employees within the classification being laid off first, provided the remaining employees possess the ability and qualifications to perform the available work.
- C. Employees to be laid off will receive at least thirty (30) calendar days' advance notice of the layoff. During a layoff, there shall be no scheduled overtime within the affected classification or department; provided, however, the Employer may assign such overtime in times of need (e.g., work coverage in times of illness or during peak seasons).
- D. Employees affected by the layoff have the opportunity to bump an employee with less seniority. Bumping within the bargaining unit shall be allowed, provided the employee so

bumping has the ability and qualifications to perform the work of a less senior employee. The employee will meet the minimum qualifications within 120 calendar days.

- E. If an employee bumps into a lower paying classification, the employee shall retain the higher hourly rate. No increases in the hourly rate shall be made until it equates with the hourly rate of the other employees in the classification.
- F. After layoff an employee has up to 12 weeks to request payout of any or all of his accrued leave balances. If layoff exceeds 12 weeks, the Employer will pay out any remaining leave balances at the end of the 12 week period.

RECALL PROCEDURE:

- A. When the work force is increased after a layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first, provided that the most senior employee possesses the ability and qualifications to perform the work for which the recall is occurring.
- B. Notice of recall shall be sent to the employee at his last known address by U.S. Postal Service certificate of mailing, and a copy of the notice given to the Chapter Chairperson. If an employee fails to report for work within ten (10) calendar days from the date of receipt of notice of recall, he shall be considered to have quit. Employees shall remain on the recall list for a period of time equal to their seniority in the unit not to exceed two (2) years. If not recalled during this period of time, their name shall be stricken from the list. A person on layoff from the unit at the time this Agreement is signed shall remain on the recall list for a period of two (2) years after the date this Agreement is signed.
- C. Notice of job posting shall be sent to all employees on layoff by U.S. Postal Service certificate of mailing at his address of record with Human Resources. Said job posting shall be sent concurrent to posting in accordance with provisions of the Job Posting and Bidding Procedures.

ARTICLE #14 - POSTING AND BIDDING PROCEDURES

- A. All vacancies and/or newly created positions within the bargaining unit shall be posted within thirty (30) 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) calendar days of said determination.

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

In addition, a copy of the posting shall be simultaneously sent to all departments and employees, including those on any approved leave, to notify them of the vacancy and/or

newly created position. Employees outside of the bargaining unit may also indicate an interest in the position at that time by completing the appropriate form in Human Resources.

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of ability, qualifications, and any applicable testing, with seniority used as the deciding factor between two equally qualified employees. The employee awarded the position shall be granted a ninety (90) calendar day trial period to determine his ability to perform the job.

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.

Employees previously bumped from an existing position will have the first option to be reinstated to that position should a vacancy occur within 5 years after being bumped from that position. Such employees will be exempt from testing; however, the provisions of section C below will still apply. If they elect not to be reinstated to that position, the normal posting and bidding procedure will apply.

- B. In the event the employee is denied the job, reasons for denial shall be given, in writing, to his steward, and the employee, within ten (10) calendar days.
- C. During the ninety (90) 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.
- D. During the trial period, employees will receive the rate of pay of the position classification they are performing.

ARTICLE #15 -LEAVES OF ABSENCE

A. 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.

B. MILITARY LEAVE:

1. 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.

2. Active duty that extends beyond the two (2) week per year provision will be subject to the Military Leave Act as provided in the City of Marquette Human Resource policy.

C. 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 accrued leave time off hours and compensatory time at the beginning of the leave for the normal number of hours they work per week until the accrued leave time is exhausted. Once accrued leave time is exhausted, all benefits will be suspended in accordance with the City's "Policy for Leaves of Absence Without Pay."
2. No more than five (5) members of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time; provided, however, the Employer may limit the number of Union members attending from any one department, so long as the Employer gives special consideration to Union members attending Union officer training. A maximum of 240 hours shall be allowed per fiscal year for such leave. Selected members shall be allowed time off without loss of time or pay to attend. The Employer will pay registration fees only for up to five (5) members of the Union to attend one U.P. Labor Management Council conference per year, subject to the limitations of this Article 15.C.2. The employee requesting Union leave will submit a time-off request at least 2 days in advance to his supervisor and Chapter Chairperson for approval.

D. FAMILY MEDICAL LEAVE ACT (FMLA):

The City shall comply with the provisions of the Family Medical Leave Act, the City's FMLA Policy and the National Defense Authorization Act of 2008. In addition, the following provisions shall apply:

SUBSTITUTIONS OF PAID LEAVE FOR FMLA LEAVE:

All unused accrued leave time with the exception of 240 hours of accrued leave time must be substituted for all FMLA leave taken by an employee for his or her own serious health conditions. The remaining 240 hours of accrued leave time may, at the employee's option, be substituted for FMLA leave.

E. 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 request will be denied.

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

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

1. Employees will have to pay the premiums for their health / dental / vision / prescription drug and life insurance after twelve (12) 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 leave time off or compensatory time upon the completion of the initial twelve (12) week leave.
3. For leaves for the employee's serious condition, the employee must use any remaining leave time off or compensatory time upon the completion of the initial twelve (12) week leave.

Once an employee exhausts all accrued leave time (as appropriate) and is no longer receiving a paycheck from the City, the employee will not accrue leave time off hours, pension service credit, or holiday pay while on leave of absence.

ARTICLE #16 - BULLETIN BOARDS

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

ARTICLE #17 - TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation or absent because of illness, injury, Union business leave, educational leave etc., may be filled by a bargaining unit employee. In the event the Employer selects a bargaining unit employee for a temporary assignment, the selection will be made on the basis of ability and qualifications, with seniority used as the deciding factor between two equally qualified employees. The temporary assignment will pay the rate of the higher classification for all hours worked while filling such vacancy.

ARTICLE #18 - DEFINITION OF PART-TIME / TEMPORARY EMPLOYEES

PART-TIME EMPLOYEES:

Employees in this category are those employees who normally work less than thirty (30) hours per work week and less than seven (7) hours per day. The stipulated time period will be unlimited in nature. Part-time employees shall not be eligible for any of the benefits contained in this Agreement and shall not accrue seniority.

TEMPORARY EMPLOYEES:

Temporary employees may be seasonal employees or those employees who work in the absence of regular bargaining unit members who are off duty due to vacation, illness or leave of absence as provided by this Agreement, or due to emergency situations. Temporary employees shall not be eligible for any of the benefits contained in this Agreement and shall not accrue seniority. Employees hired under a government subsidized program will be treated as temporary employee. Temporary employees are employed for a fixed period of time not to exceed 6 consecutive months.

ARTICLE #19 - WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL CONTRACTING / SUBCONTRACTING OF WORK

- A. Except as otherwise provided in Articles 2 and 19 below, non-bargaining unit personnel shall not be permitted to perform work regularly and normally performed by bargaining

unit personnel. These provisions shall not circumvent the Job Posting and Bidding article of this Agreement.

- B. The Employer may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules, introduction of new technology and associated equipment, or in case of emergency situations. However, when lack of efficiency or a financial savings can be demonstrated to the Union, the Employer may subcontract the custodial work at the City Hall building. Prior to any subcontracting out, the parties agree to meet in an effort to come up with alternative solutions.
- C. During periods of layoff, prior to contracting or subcontracting any positions within the bargaining unit, the Union will be notified.
- D. Any entity leasing City facilities may use its own employees to supervise and perform routine cleaning as specified in the entity's lease.

ARTICLE #20 - JURY DUTY

An employee who reports for jury duty or is subpoenaed as a witness in a case in which the employee is not a party or participant will be paid his regularly scheduled pay for jury duty or such subpoena time. Employees serving on jury duty or due to such subpoena 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 or under such subpoena. 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 - SAFETY

All safety concerns or violations must be reported to the Superintendent - Facilities & Maintenance on a form provided by Human Resources. All employees are required to obey published safety rules while on duty and at all work sites. Failure to obey such rules is reason for disciplinary action.

ARTICLE #22 - WORKING HOURS

- A. The normal work week shall consist of 40 hours per week, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. The working hours may be scheduled by the Employer in accordance with department operational and job requirements and to provide optimum service to the public or to the department's "customers." Flexible 8-hour schedules will be developed for those Employees who must work a non-standard work week due to the requirements of the job. Departments will stagger lunch hours subject to supervisor approval to allow all offices to remain open to the public during normal working hours.
- B. **SUMMER HOURS:**
The Employer and the Union agree to implement "summer hours" if preferred by a majority of bargaining unit employees located in City Hall, who will be polled by the Chapter Chairperson and Human Resources on or about March 15 of each year. Such "summer hours," if implemented as a result of such annual reevaluation process, will consist of the following:

1. A normal work week for City Hall offices shall consist of forty (40) hours per week, Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m., beginning the first workday after Memorial Day and ending the first workday after Labor Day.
2. Departments will stagger lunch hours subject to supervisor approval to allow all offices to remain open to the public between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday.

LUNCH PERIOD / BREAKS:

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

ARTICLE #23 - OVERTIME/COMPENSATORY TIME

GENERAL PROVISIONS:

All overtime hours shall be divided as equally as practicable among employees within the department who are qualified to do the work.

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

Upon completion of overtime, said over time must be documented on the appropriate form. If you are electing compensatory time, it will be added to your bank. If pay is elected, it will be paid on the next pay period following receipt of a completed, approved overtime form.

OVERTIME: Overtime will be paid as follows:

1. For all hours over 8 in one day.
2. For all hours over 40 hours in a week.
3. An employee called back for overtime shall be guaranteed at least two (2) hours of overtime.

COMPENSATORY TIME:

Employees may take compensatory time off in lieu of overtime pay. Compensatory hours shall be one and a half times the actual hours of overtime worked. The maximum number of hours an employee may use for compensatory time off in any calendar year is one hundred eleven (111) hours (74 hours of overtime).

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

ARTICLE #24 - 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 leave banks for five (5) working days (based on forty (40) hours per week).

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.

FMLA leave and workers' compensation leave can run together, provided the reason for the absence is due to a qualifying serious illness or injury. The Employer will notify the employee in writing that the leave will be counted as FMLA leave.

ARTICLE #25 - BENEFIT TIME

A. GENERAL PROVISIONS:

1. All employees hired after February 18, 2005, and employees who converted to benefit time during prior conversion windows, will accrue benefit time as paid time-off from work in lieu of vacation, sick days, personal days and bereavement leave. For purposes of this article, "new employee(s)" means any employee hired after September 25, 2012.
2. A maximum of 1,100 benefit hours may be accumulated by employees as of October 1 of each year; any hours over 1,100 benefit hours will be forfeited at that time. At termination, employees may be paid a maximum of 1,100 accrued, unpaid hours (this includes any combination of unpaid, accrued time).
3. Employees will be awarded benefit time, accrued per pay period, according to the Annual Employee Benefit Time Schedule. Hours per pay period shown below are based on 26 pay periods per year.

<u>Annual Employee Benefit Time Schedule</u>		
<u>Years of Service</u>	<u>Benefit Days</u>	<u>Hours/Pay Period</u>
0-5 years	20 days / 160 hours	6.15
6 years	21 days / 168 hours	6.46
7 years	22 days / 176 hours	6.77
8 years	23 days / 184 hours	7.08
9 years	24 days / 192 hours	7.39
10 years	25 days / 200 hours	7.69
11 years	26 days / 208 hours	8.00
12 years	27 days / 216 hours	8.31
13 years	28 days / 224 hours	8.62
14 years	29 days / 232 hours	8.92
15 years	30 days / 240 hours	9.23
16 years	31 days / 248 hours	9.54
17 years	32 days / 256 hours	9.85
18 years	33 days / 264 hours	10.15
19 years	34 days / 272 hours	10.46
20-30 years	35 days / 280 hours	10.77

Annual Employee Benefit Time Schedule for New Employees

4. New employees will be awarded benefit time, accrued per pay period, according to the Annual Employee Benefit Time Schedule for New Employees.

Years of Service	Benefit Days	Hours/Pay Period
0-5 years	24 days / 192 hours	7.39
6-10 years	26 days / 208 hours	8.00
11-15 years	28 days / 224 hours	8.62
16-25 years	30 days / 240 hours	9.23

5. Employees will have the annual option to be paid for accumulated benefit time not to exceed five percent (5%), in one percent (1%) increments, of their base pay [(2080 hours x hourly rate) x .05], provided they maintain a minimum of 200 benefit hours. To exercise this option, the employee must submit a request to Human Resources by March 31st to be implemented beginning October 1, 2017 and every October 1 thereafter. Once submitted, the employee will not be able to increase the request to a higher percentage for the said year.

B. SCHEDULING BENEFIT TIME:

Except by mutual agreement the following is required:

<u>Duration of Leave</u>	<u>Employee Request</u>	<u>Employer Determination</u>
Less than 5 days	2 working days	1 working day
5 days or More	10 working days	3 working days

1. Request of benefit time shall be made to the designated supervisor, and in their absence request shall be made to the Department Head.
2. Scheduling of benefit time will be dependent upon the operations and staffing needs of the department and available benefit time accrual. Approvals will not be unreasonably denied.
3. Benefit time will so far as practicable be granted at times most desired by employees, but the final decision to allow or assign benefit time periods and to change assignments will be reserved to the Department Head in order to ensure the orderly operations of the City. Employees shall post for benefit time on a seniority basis from January 1st to January 31st of each year. After January 31st, benefit time shall be granted on a first come, first serve basis regardless of seniority with notice as required above to his immediate supervisor. Exceptions may be made at the discretion of the Department Head. In the event two employees submit benefit time requests on the same day, seniority shall govern.

C. UNSCHEDULED BENEFIT TIME:

1. An occurrence is any unscheduled benefit time which is not mutually agreed upon by the Employer.

2. **Unscheduled utilization of benefit time including consecutive days off without prior authorization will be considered one occurrence.**

3. **In the event an employee has six (6) occurrences in any twelve month period, the Employer may notify the employee and the Union, in writing, that it suspects possible abuse of benefit time and may thereafter require a physician certificate regarding the employee's future claims of unscheduled utilization of benefit time.**

4. **An employee may be required to furnish physician's return to work certificate or other documentation, verifying the need for absence, whenever three (3) or more consecutive unscheduled benefit days are claimed. Reasons for the required documentation will be explained to the employee at the time of notification of the requirement and will be documented in writing thereafter. Employees failing to provide the required verification may not be permitted to return to work, be entitled to receive paid benefit time for such an occurrence and/or may be subject to disciplinary action.**

5. **Employees who exceed the number of benefit time hours available to them will be subject to progressive discipline.**

6. **Normally, notification for utilization of benefit time for illness, injury or emergency shall be provided prior to the start of each and every scheduled shift, so as to enable the Employer to adequately schedule the workforce. For notification purposes contact will be made to the immediate Supervisor or designee and in their absence notification shall be made to the Department Head.**

D. PAYMENT UPON SEPARATION:

Upon separation of employment, all accumulated benefit time (up to a maximum of 1,100 hours) will be paid to the employee (or the employee's personal estate in the event of the employee's death). Payment will be made at the employee's hourly rate at the time of separation.

ARTICLE #26 - SICK LEAVE

- A. APPLICABILITY: The provisions of this Article 26 apply to all employees who are not on the benefit time system set forth in Article 25, above.**
- B. ACCRUAL: All employees covered by this Agreement shall accrue 3.69 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.**
- C. NOTIFICATION: Notification for a request(s) to use sick leave, shall be provided prior to the start of each and every scheduled shift, so as to enable the Employer to adequately schedule the workforce. For notification purposes, contact will be made to the immediate Supervisor or designee and in their absence notification shall be made to the Department Head.**

- D. **SICK LEAVE ABUSE:** The Employer may at any time notify the employee and the Union in writing that it suspects possible abuse of sick leave benefits by an employee, and may thereafter require a physician's certificate regarding the employee's inability to work due to illness. Employees who exceed the number of sick time hours available to them will be subject to progressive discipline.
- E. **RETURN TO WORK CERTIFICATE:** An employee may be required to furnish a physician's return to work certificate whenever four (4) or more consecutive sick leave days are claimed. Employees failing to provide the required physician certificate shall not be permitted to return to work, be entitled to paid sick leave, or use of other benefit time such as vacation, sick, comp, or personal time, and said days shall constitute an unexcused absence.
- F. **ILLNESS OF DEPENDENTS:** Employees may use 3 days of sick leave per anniversary year for the illness of a dependent child, spouse or member of the employees' household as defined in Public Act 297 of 2011.
- G. **PAYMENT UPON TERMINATION:** Employees shall accumulate an unlimited amount of sick leave during the course of employment to the date of retirement, death, or voluntary separation. Payment upon retirement, or voluntary separation from employment for employees with a least ten (10) years of service, will be made for one-half (½) of the accumulated sick leave (up to a maximum of 900 hrs).
- 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.

Payment will be made at the employee's hourly rate at the time of separation.

ARTICLE #27 - BEREAVEMENT LEAVE

- A. **APPLICABILITY:** The provisions of this Article 27 apply to all employees who are not on the benefit time system set forth in Article 25, above.
- B. An employee shall be allowed up to three (3) working days within three (3) days of the date of the funeral with pay as bereavement leave, to attend the funeral or make funeral arrangements for a death in the immediate family.
- Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, nieces, nephews, grandchildren, aunts, uncles, or a member of the Employee's household as defined in Public Act 297 of 2011.
- C. An additional three days of vacation, personal days, or accumulated compensatory time may be used for attending the funeral of any of the above named relatives.
- D. Any employee selected to be a pallbearer for a deceased employee will be allowed one-

half (½) day bereavement leave with pay. The Chapter Chairperson, or his representative, shall be allowed one-half (½) day leave with pay in the event of the death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

- E. Upon return from a bereavement leave, employees shall be required to provide the name, relationship and location of the individual for whom bereavement leave was requested.

ARTICLE #28 - HOLIDAYS

- A. Paid holidays are designated as:

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

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

ARTICLE #29 - PERSONAL TIME

- A. **APPLICABILITY:** The provisions of this Article 29 apply to all employees who are not on the benefit time system set forth in Article 25, above.
- B. All employees shall be entitled to forty (40) hours of personal time which shall be awarded based upon their anniversary date. Personal time must be used during the anniversary year, may not be converted to pay, or carried over. Normally personal time must be approved at least twenty four (24) hours in advance of its use, except in cases of emergency or unusual circumstances. In the event such circumstances are claimed the employee may be required to provide details necessitating such use of time off.

ARTICLE #30 - VACATION PERIOD

- A. **APPLICABILITY:** The provisions of this Article 30 apply to all employees who are not on the benefit time system set forth in Article 25, above.

B. SCHEDULING VACATION TIME:

Except by mutual agreement the following is required:

<u>Duration of Leave</u>	<u>Employee Request</u>	<u>Employer Determination</u>
Less than 5 days	2 working days	1 working day
5 days or More	10 working days	3 working days

1. Request of vacation time shall be made to the designated supervisor, and in their absence request shall be made to the Department Head.
2. Scheduling of vacation time will be dependent upon the operations and staffing needs of the department and available vacation time accrual.
3. Vacation time will so far as practicable be granted at times most desired by employees, but the final decision to allow or assign vacation periods and to change assignments will be reserved to the Department Head in order to ensure the orderly operations of the City. Employees shall post for vacation on a seniority basis from January 1st to January 31st of each year. After January 31st, vacation shall be granted on a first come, first serve basis regardless of seniority with notice as required above to his immediate supervisor. Exceptions may be made at the discretion of the Department Head. In the event two employees submit vacation time requests on the same day, seniority shall govern.

- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during their vacation, sick leave may be taken with documentation in writing by the physician to the City.
- E. All full-time employees who are members of the Bargaining Unit will accrue vacation with pay beginning on the first day of employment in accordance with the following schedule:

(Accruals will be made on a per pay period basis.)

<u>YEARS OF SERVICE</u>	<u># DAYS</u>	<u>HRS. PER PAY PERIOD</u>
1	5	1.54
2 Through 5	10	3.08
6	11	3.39
7	12	3.69
8	13	4.00
9	14	4.31
10 Through 13	16	4.92
14 Through 17	19	5.85
18 Through 20	22	6.77

One (1) additional day of vacation (8 hours / .31 hours per pay period) for each year of

- service from 21 to 30 years with a maximum vacation of 30 days in an anniversary year.
- F. A maximum of 400 hours may be accrued in an employee's vacation bank as of September 30 each year of this contract.
 - G. Accrued vacation time may be used upon the completion of the Employee's probationary period.
 - H. If an employee is laid off or retired, or severs his employment, he will be paid for any unused vacation balance (up to a maximum of 400 hours) to date of layoff, retirement, or resignation.
 - I. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE #31 - DIRECT DEPOSIT

All employees are required to utilize direct deposit for payroll purposes.

ARTICLE #32 - HEALTH / DENTAL / VISION /PRESCRIPTION DRUG COVERAGE

A. General Provisions:

1. "Eligible Employees" for purposes of this Article 32 are regular full-time employees. Coverage will commence for Eligible Employees and their eligible dependents on the first of the month following the date of hire or the first day of the month following the closing of an open enrollment window. An employee remains an "Eligible Employee" in the event the employee is absent as a result of any injury or illness or while the employee is laid off for a maximum of a twelve-week period.
2. To receive insurance coverage, an Eligible Employee must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier(s) following notification of such change by the Employer (or the employee's eligibility date, if later).
3. Unless otherwise specified, "insurance coverage" for purposes of this Article 32 means health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer. For purposes of this article, "health coverage" refers to health, hospitalization and prescription drug coverage only.
4. The Employer 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 coverage and benefit levels are substantially similar to those which they are replacing.

B. Employer Premium Contribution:

1. For plan coverage years beginning on or after January 1, 2012, the Employer shall comply with the annual cost limits by coverage level provisions of Public Act 152 of 2011 (PA 152), excluding vision and dental premiums.
2. If in plan coverage years beginning July 1, 2017 through the life of this contract the City Commission elects to implement section 4 of PA 152, the bargaining unit has the option of reducing the cost of health coverage by a corresponding reduction in benefits. The bargaining unit may pay any required premium costs through a pre-tax payroll deduction. In addition, the Union will establish a health committee which will meet with the Employer once the annual renewal rates are announced to look at affordable healthcare options.

The Employer may aggregate the employees' share of total annual costs as it sees fit.

C. "Core"; "Buy-Up" and "Buy-Down" Plans: Health Reimbursement Arrangement:

The Employer agrees to offer a "Core" plan of benefits as outlined in the Benefits at a Glance and plan documents. The Employer shall also offer a "Buy-Up Plan" and a "Buy-Down Plan" in addition to the Core Plan as insurance coverage options to Eligible Employees in the bargaining unit. The Benefits at a Glance for each plan option are available on the City website. Each Eligible Employee shall make an annual election of coverage on a date established by the Employer, choosing the "Buy-Up Plan", "Core Plan", or "Buy-Down Plan". An Eligible Employee who fails to make a timely election will be covered by the Core Plan.

Eligible Employees who elect to participate in the Buy-Up Plan for insurance coverage will pay a portion of the premium(s) equal to the difference between the Core Plan monthly premium rates and fees paid by the Employer (subject to the applicable caps set forth by PA 152 and amended each year by the State Treasurer) and the Buy-Up Plan monthly premium rates established by the insurance carrier(s). The employee's payment will be paid by payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer.

For Eligible Employees who elect to participate in the Buy-Down Plan for insurance coverage, the Employer will establish a Health Reimbursement Arrangement (HRA). The Employer will monthly contribute to the HRA amounts equal to the difference between the Core Plan monthly premium rates and fees paid by the Employer (subject to the applicable caps set forth by PA 152 and amended each year by the State Treasurer) and the Buy-Down Plan monthly premium rates established by the insurance carrier(s). The HRA funds shall be administered by a third-party administrator determined by the Employer. As governed by the HRA plan document, the HRA funds will be available for the employee to offset eligible health care expenses in accordance with IRS rules while the employee is employed by the Employer or upon retirement with at least 15 years of service with the Employer. Unused HRA funds may be rolled over from plan year to plan year. In the event an employee's employment is terminated in a manner other than retirement, any unused HRA funds will be forfeited. The costs associated with establishing the HRA shall be included in the caps established by law, including the ongoing monthly administrative costs of the HRA. Retirees will be invoiced for the monthly administrative fee during the employee's retirement until the funds are exhausted.

The Employer further agrees to purchase a plan and self-fund the difference between the deductible of the purchased plan and the deductible of the Core, Buy-Up or Buy-Down Plan outlined in the Benefits at a Glance, available on the City website, and plan documents, as appropriate. The Employer will pay that portion of the premium and fees that is at or below the statutorily established maximums for public employers. Employees will be required to pay any health coverage and/or seamless wrap premium that exceeds the caps through automatic payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer.

D. Coverage Upon Retirement:

1. The City will contribute up to \$200.00 of the premium cost per month for employees who retire under Municipal Employees Retirement System Rider F55/25 (at least 55 years of age plus at least 25 years of service) toward their health and hospitalization insurance and prescription drug coverage until the employee is eligible for a government subsidized program, Medicare/Medicaid. This payment of up to \$200.00 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.

Employees who were hired prior to September 25, 2012 and who elect to take a “reduced retirement” under MERS (at least 50 years of age plus at least 25 years of service) will be eligible for a pro-rated contribution towards their retiree health insurance. Proration will be based on their age at the time they retire.

2. Under the provisions of this article, any employee who is married to another City employee must hold his or her own policy upon retirement in order to qualify for the up to \$200/month Employer contribution.
3. Employees who are hired after September 25, 2012 are not eligible for City retiree health coverage or any Employer contribution upon retirement.

E. Coverage Opt-Out:

1. Employees who would be considered Eligible Employees but are covered by their spouse's insurance program may elect not to participate in Employer insurance coverage during the annual enrollment period. Cash in lieu of benefit payments shall be paid to employees who are eligible in an amount equal to 50% of the single subscriber premium rates (based on the state “cap” for single coverage plus vision/dental insurance) paid by the Employer in effect at the time of payment (subject to required state and federal taxes) beginning the first pay period after July 1 as stated in the Section 125 Plan document. Such cash in lieu of benefit payments will be made each pay period that the employee opts out of Employer insurance coverage and will be based upon the single subscriber premium rates for the Core Plan in effect at the time of payment.
2. Employees shall provide proof of insurance coverage to the Employer to justify the payments. Alternate insurance coverage must meet the affordability and minimum essential coverage requirements defined under the Affordable Care Act (ACA).

3. Employees opting out of Employer insurance coverage will be budgeted for insurance coverage as if the employee had not opted out of the insurance coverage. Any cost savings associated with these additional opt outs will be dedicated to fund the Employer's unfunded accrued liability of benefit payouts. If the employee later revokes the waiver of coverage, reinstatement of coverage may be contingent upon such limitations and restrictions as the insurance carrier(s) may prescribe.

F. Cafeteria Plan:

The Employer offers a Section 125 cafeteria plan for each employee to participate in at their option, which will include provisions for unreimbursed medical expenses and child care expenses.

ARTICLE #33 - LIFE INSURANCE COVERAGE

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

ARTICLE #34 - 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.

NOTICES OF DEPOSIT: The Employer reserves the right to distribute Notices of Deposit electronically.

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

ARTICLE #35 - LONG TERM DISABILITY INSURANCE

The Employer agrees to continue to pay the full premium for long term disability insurance coverage for employees who received such coverage on or before June 30, 2008. No employees hired on or after this date are eligible for Employer-paid long term disability insurance coverage; however, the employee may elect such coverage at the employee's expense.

The Employer-paid long term disability insurance coverage will be a 60% benefit formula to a maximum monthly benefit of \$4,000; term to age sixty-five (65); ninety (90) day elimination period; as specified in the Plan Document. The choice of insurance carrier(s) and contract(s) is at the Employer's discretion provided benefits remain comparable to those currently provided.

CLASSIFICATIONS & RATES

ARTICLE #36

07/1/2016 - 0%*

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(1)	12.75	13.44	14.14	14.85	16.29
Assessing Assistant	(0)	14.12	14.93	15.73	16.53	18.16
Customer Account Clerk/Cashier	(2)					
Accounts Payable Clerk	(1)	15.35	16.28	17.19	18.01	19.82
Administrative Assistants	(4)					
Community Serv. Administrative Asst.	(1)					
Deputy Treasurer	(1)					
Human Resources Assistant I	(1)					
IT Specialist I	(0)					
Planning/Zoning Technician	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Assessing Technician	(1)	16.07	17.00	17.94	18.86	20.75
Engineering Aide/Inspector	(1)					
IT Specialist II	(1)					
Payroll Clerk	(1)					
Senior Services Coordinator	(1)	16.78	17.75	18.74	19.71	21.68
Social Work Coordinator	(1)					
Appraiser	(1)	18.72	19.85	20.92	22.04	24.30
Network Specialist	(1)					
Staff Accountant	(1)					
Eng. Tech II/Sr. Drafter	(1)	20.23	21.49	22.74	24.01	26.56
Eng. Tech /GIS/CADD/Environmental	(1)					
Zoning Official	(1)	21.00	22.27	23.53	24.80	27.34
Staff Engineer	(1)	22.26	23.53	24.79	27.28	30.16
Staff Surveyor	(1)					

*Upon ratification of the new contract, the Employer will pay each employee a \$350 fiscal adjustment bonus.

CLASSIFICATIONS & RATES

ARTICLE #36

10/1/2016 - 2%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(1)	13.01	13.71	14.42	15.15	16.62
Assessing Assistant	(0)	14.40	15.23	16.04	16.86	18.52
Customer Account Clerk/Cashier	(2)					
Accounts Payable Clerk	(1)	15.66	16.61	17.53	18.37	20.22
Administrative Assistants	(4)					
Community Serv. Administrative Asst.	(1)					
Deputy Treasurer	(1)					
Human Resources Assistant I	(1)					
IT Specialist I	(0)					
Planning/Zoning Technician	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Assessing Technician	(1)	16.39	17.34	18.30	19.24	21.17
Engineering Aide/Inspector	(1)					
IT Specialist II	(1)					
Payroll Clerk	(1)					
Senior Services Coordinator	(1)	17.12	18.11	19.11	20.10	22.11
Social Work Coordinator	(1)					
Appraiser	(1)	19.09	20.25	21.34	22.48	24.79
Network Specialist	(1)					
Staff Accountant	(1)					
Eng. Tech II/Sr. Drafter	(1)	20.63	21.92	23.19	24.49	27.09
Eng. Tech /GIS/CADD/Environmental	(1)					
Zoning Official	(1)	21.42	22.72	24.00	25.30	27.89
Staff Engineer	(1)	22.71	24.00	25.29	27.83	30.76
Staff Surveyor	(1)					

CLASSIFICATIONS & RATES

ARTICLE #36

10/1/2017 - 2%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(1)	13.27	13.98	14.71	15.45	16.95
Assessing Assistant	(0)	14.69	15.53	16.37	17.20	18.89
Customer Account Clerk/Cashier	(2)					
Accounts Payable Clerk	(1)	15.97	16.94	17.88	18.74	20.62
Administrative Assistants	(4)					
Community Serv. Administrative Asst.	(1)					
Deputy Treasurer	(1)					
Human Resources Assistant I	(1)					
IT Specialist I	(0)					
Planning/Zoning Technician	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Assessing Technician	(1)	16.72	17.69	18.66	19.62	21.59
Engineering Aide/Inspector	(1)					
IT Specialist II	(1)					
Payroll Clerk	(1)					
Senior Services Coordinator	(1)	17.46	18.47	19.50	20.51	22.56
Social Work Coordinator	(1)					
Appraiser	(1)	19.48	20.65	21.77	22.93	25.28
Network Specialist	(1)					
Staff Accountant	(1)					
Eng. Tech II/Sr. Drafter	(1)	21.05	22.36	23.66	24.98	27.63
Eng. Tech /GIS/CADD/Environmental	(1)					
Zoning Official	(1)	21.85	23.17	24.48	25.80	28.44
Staff Engineer	(1)	23.16	24.48	25.79	28.38	31.38
Staff Surveyor	(1)					

CLASSIFICATIONS & RATES

ARTICLE #36

10/1/2018- 2%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(1)	13.53	14.26	15.01	15.76	17.29
Assessing Assistant	(0)	14.98	15.84	16.69	17.54	19.27
Customer Account Clerk/Cashier	(2)					
Accounts Payable Clerk	(1)	16.29	17.28	18.24	19.11	21.03
Administrative Assistants	(4)					
Community Serv. Administrative Asst.	(1)					
Deputy Treasurer	(1)					
Human Resources Assistant I	(1)					
IT Specialist I	(0)					
Planning/Zoning Technician	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Assessing Technician	(1)	17.05	18.04	19.04	20.01	22.02
Engineering Aide/Inspector	(1)					
IT Specialist II	(1)					
Payroll Clerk	(1)					
Senior Services Coordinator	(1)	17.81	18.84	19.89	20.92	23.01
Social Work Coordinator	(1)					
Appraiser	(1)	19.87	21.06	22.20	23.39	25.79
Network Specialist	(1)					
Staff Accountant	(1)					
Eng. Tech II/Sr. Drafter	(1)	21.47	22.81	24.13	25.48	28.19
Eng. Tech /GIS/CADD/Environmental	(1)					
Zoning Official	(1)	22.29	23.63	24.97	26.32	29.01
Staff Engineer	(1)	23.62	24.97	26.31	28.95	32.01
Staff Surveyor	(1)					

CLASSIFICATIONS & RATES

ARTICLE #36

10/1/2019- 2%

		ENTRY	6 MOS	1 YR	2 YRS	3 YRS
Building Custodian	(1)	13.80	14.55	15.31	16.07	17.63
Assessing Assistant	(0)	15.28	16.16	17.03	17.89	19.66
Customer Account Clerk/Cashier	(2)					
Accounts Payable Clerk	(1)	16.62	17.62	18.61	19.49	21.45
Administrative Assistants	(4)					
Community Serv. Administrative Asst.	(1)					
Deputy Treasurer	(1)					
Human Resources Assistant I	(1)					
IT Specialist I	(0)					
Planning/Zoning Technician	(1)					
Social Worker	(2)					
Utility Billing Clerk	(1)					
Assessing Technician	(1)	17.39	18.40	19.42	20.41	22.46
Engineering Aide/Inspector	(1)					
IT Specialist II	(1)					
Payroll Clerk	(1)					
Senior Services Coordinator	(1)	18.16	19.21	20.28	21.33	23.47
Social Work Coordinator	(1)					
Appraiser	(1)	20.26	21.49	22.64	23.86	26.30
Network Specialist	(1)					
Staff Accountant	(1)					
Eng. Tech II/Sr. Drafter	(1)	21.90	23.26	24.61	25.99	28.75
Eng. Tech /GIS/CADD/Environmental	(1)					
Zoning Official	(1)	22.73	24.11	25.47	26.84	29.59
Staff Engineer	(1)	24.09	25.47	26.83	29.53	32.65
Staff Surveyor	(1)					

ARTICLE #37 - CERTIFICATES/SHIFT DIFFERENTIAL

Employees, who at the Employer's request, obtain a certification that is not required by their position, will receive certificate pay at the rate of .20/Hr. for each certificate for as long as they maintain the certificate(s) and for as long as the Employer requires it.

If a change in the law requires an existing employee to obtain additional certifications in order to meet new qualifications of the position, the new requirements shall be the subject of a special conference.

SHIFT DIFFERENTIAL:

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

ARTICLE #38 - JOB DESCRIPTIONS

Job descriptions will be reviewed and updated as needed, or at a minimum of every five (5) years by the employee and the supervisor.

The Employer agrees to provide a copy of all job descriptions and any changes to job descriptions to the employee and the Chapter Chairperson. If an employee feels that a significant increase in essential responsibilities, skills or qualifications has occurred in their position, the employee may request a special conference

RATES FOR NEW JOBS: When a new job is created, the Employer will notify the Chapter Chairperson and Steward of the classification and rate structure prior to its becoming effective.

ARTICLE #39 - COST OF LIVING ADJUSTMENT

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

- A. For the employees who have reached the maximum wage schedule, paragraph "B" and "C" below will apply.
- B. In the event that the cost of living in any fiscal year exceeds the wage increase granted to the employees referenced in Section A and agreed upon by the parties, the increased wages based on the Consumer Price Index shall be accrued quarterly and shall be based on a formula that a one (1) point increase in the Consumer Price Index shall equal Five (5) dollars per month in wages. For computation purposes, the May Consumer Price Index will be used as a starting point for each fiscal year. Any COLA pay adjustments will be given as a lump sum payment annually in July of each year and will not become any part of the employees base wage rate. In no event will the COLA adjustment exceed a 2.75 point increase in any fiscal year.
- C. Paragraph "B" above will not be activated during any quarterly period for the duration of this three year contract when the Marquette City Unemployment rate exceeds 10.25% as determined by the Michigan Employment Security Commission monthly employment report for Marquette City.

ARTICLE #40 - LONGEVITY

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

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

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

ARTICLE #41 - CLOTHING ALLOWANCE

The Employer agrees to furnish an adequate number of coveralls for building custodians whose work causes them to come into contact with grease, sewage, etc.

The Employer agrees to furnish work clothing to the building custodian (hired prior to the signing of this agreement) and engineering employees in the job classifications listed below in accordance with the Public Works and Utilities department uniform policy then in effect.

Engineering Aide/Inspector	Staff Engineer
Engineering Technician II/Sr. Drafter	Staff Surveyor
Engineering Technician/GIS/CADD/Environmental	

ARTICLE #42 - 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 I.R.S. 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 I.R.S. rate 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 I.R.S. rate and will be effective on the same date.

ARTICLE #43 - PENSIONS

A. The pension provisions for employees hired prior to September 25, 2012 shall be as follows:

Benefit Program B-4 of MERS, with V6, E2, F55-25 years of service, and FAC-3 with a 6% employee contribution.

B. For employees on Benefit Time hired prior to September 25, 2012 (and not covered by a Letter of Understanding for a pre-retirement option), a maximum of 800 hours accrued,

unpaid leave time may be counted toward their FAC (3) compensation. For current employees on Vacation/Sick/Personal Time, a maximum of 400 accrued, unpaid hours may be counted toward their FAC (3) compensation.

- C. All employees hired after September 25, 2012 will be placed in a division linked to division 10 of the MERS Defined Benefit Plan with the following benefits:
1. Plan B-3, F55-25, FAC-3, V10, and E-2 with a 6% fixed employee contribution rate.
 2. Final Average Compensation (FAC) will be based on the employee's three highest years' earnings. The maximum amount of accrued, paid leave counted in the FAC (3) period will be 240 hours.
- D. The Employer agrees that the Employees' increased 1% contribution will not reduce the Employer's contribution.

ARTICLE #44 - EDUCATIONAL OPPORTUNITIES

Employees shall be allowed to attend appropriate conferences, training sessions, seminars or schools to further their skills, subject to budgetary approval and prior approval by the employee's supervisor and Department Head. The employee will be reimbursed for such attendance in accordance with the Employer's reimbursement policies and applicable law.

ARTICLE #45 - PERSONNEL FILES/PERSONAL INFORMATION

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

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

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

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

PERSONAL INFORMATION:

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

If the employee's phone number is unlisted, it shall be the employee's responsibility to let the

Employer know that the number is unlisted.

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

The 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 the new Agreement. Copies of the revised Agreement shall be provided to all current bargaining unit employees by the City once mutually

agreed upon and signed off by both parties. The City agrees to furnish a copy of the Agreement to all new hires.

ARTICLE #50 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until September 30, 2020.

- A. If either party desires to amend and/or terminate this Agreement, it shall ninety (90) 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 ninety (90) days written notice prior to the current years' termination.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs this Agreement may be terminated by either party on ten days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 1034 N. Washington Avenue, Lansing, Michigan 48906; 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, 2016.

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

CITY OF MARQUETTE, MICHIGAN

Dated: 8-29-16

BY: David J. Campana
David J. Campana
Mayor

Dated: 8-30-16

BY: Kris M. Hazeres
Kris M. Hazeres
City Clerk

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

Dated: _____

BY: 

Kim Eliassen
Chapter Chair
City Hall Chapter
Local 1852

Dated: 8/26/14

BY: 

Shana Thornton
Staff Representative

Attachments:

Letter of Understanding – 2016/2020 Contract re:

- Pensions;
- Transcription of Minutes;
- Water Meter Readers;
- Benefit Time Payments;
- Lance Hopper-Motor Pool/Supervisor, Equipment Maintenance.

Letter of Understanding – 2016/2020 Contract re: Agency Shop / Union Security

Letter of Understanding - 2016/2020 Contract re: Work Performed by Non-Bargaining Unit
Personnel

LETTER OF UNDERSTANDING – 2016/2020 CONTRACT

RE: Labor Agreement Entered into as of the 1st day of July, 2016, Between the Marquette City Commission (the “Employer”) and the City Hall Employees' Chapter of Local #1852, AFSCME, AFL-CIO, (the “Union”).

The parties hereto mutually agree as follows:

1. Article 43 Pensions: Paragraph B. states that “For current employees on Benefit Time (and not covered by a Letter of Understanding), a maximum of 800 hours accrued, unpaid leave time may be counted toward their FAC (3) compensation.” For defined benefit pension purposes only, the designation of current employees who are limited to a maximum of 800 hours of accrued, unpaid leave time to be counted towards their FAC (3) refers to the following employees:

<u>Employee Name/Employee #</u>	<u>MERS Maximum Leave Hours Applied to FAC(3) at Termination</u>
Bahrman, Terra - #4765	800
Balko, Lisa - #4234	800
Berman, Tonya - #4435	800
Bullock, Victoria - #4165	800
Carruth, Todd - #4322	800
Forslund, Amanda - #4240	800
Burnette, Katherine - #4519	800
Hermann, Gail - #4753	800
Holmquist, Sven - #4776	800
Kangas, Jared - #4375	800
Kilpela, Mikael - #4279	800
Landers, Andrea - #4459	800
Salmon, Dan - #4283	800

2. The following existing letters of understanding/agreement between the parties are hereby carried forward and incorporated into this Letter of Understanding:

- A. Letters of Understanding dated March 6, 2015 and updated on February 19, 2016 allowing for the subcontracting of minutes. The parties agree to add minutes for the Board of Zoning Appeals in addition to Planning Commission minutes and to modify the expiration date of the LOU to two years following the effective date of this Agreement. Following the expiration date, the parties also agree to a special conference to discuss the option to terminate or renew.

- B. Letter of Agreement dated November 30, 2012 (Water Meter Readers).
- C. Letter of Understanding effective September 1, 2010 (Benefit Time Payments) updated to reflect only current employees.
- D. Letter of Agreement dated December 13th, 2007 (Lance Hopper-Motor Pool) will be carried forward with a modification replacing the name of former employee Lance Hopper with Supervisor, Equipment Maintenance.

3. All matters in this Letter of Understanding are implemented during the term of the parties' Labor Agreement and may be reviewed by the parties upon written request prior to continuation in future collective bargaining agreements. Provided, however, the list of employees limited to a maximum of 800 hours under Article 43 B. shall be continued in future collective bargaining agreements until the last employee included on the listing terminates employment with the Employer.

Dated: 8/26, 2016.

UNION

By: Shana Thornton
Shana Thornton
Staff Representative

By: Kim Eliassen
Kim Eliassen
Chapter Chair

EMPLOYER

By: David J. Campana
David J. Campana
Mayor

By: Kris M. Hazeres
Kris M. Hazeres
City Clerk



LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF MARQUETTE
AND
CITY HALL EMPLOYEES
CHAPTER OF LOCAL #1852
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

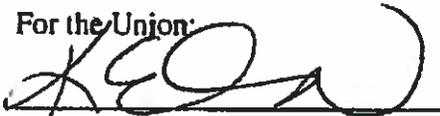
This is a non-precedent setting agreement between the above parties concerning Article 21- Contracting/Subcontracting of Work. Under Paragraph B, "the Employer may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules, introduction of new technology and associated equipment, or in case of emergency situations".

In order to address temporary manpower shortages and provide for the timely and effective transcription of the minutes, the parties agreed in a Letter of Understanding dated March 6, 2015, to allow the City to contract out the minutes to a professional transcription company for a period of one year, expiring on March 6, 2016.

This letter of understanding agrees to extend the deadline for the Letter of Understanding dated March 6, 2015 until the expiration of the current City Hall labor agreement on June 30, 2016.

This Agreement entered into this 19th of February 2016.

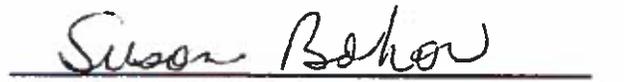
For the Union:

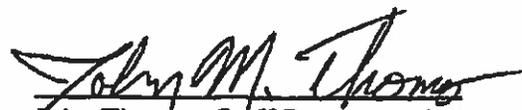

Kim Eliassen, Chapter Chair

For the City:


Dennis Stachewicz, Director of Community
Development


Sven Holmquist, Steward


Susan Bohor, Director of Administrative Services


John Thomas, Staff Representative

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF MARQUETTE
AND
CITY HALL EMPLOYEES
CHAPTER OF LOCAL #1852
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

This is a non-precedent setting agreement between the above parties concerning Article 21- Contracting/Subcontracting of Work. Under Paragraph B, "the Employer may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules, introduction of new technology and associated equipment, or in case of emergency situations".

Recent re-organization in the Community Development Department has led to a reallocation of the responsibility to transcribe Planning Commission minutes from the Administrative Assistant to the Planning and Zoning Official. This has led to a temporary, but burdensome increase in the workload for the Zoning and Planning Official. In order to address the temporary manpower shortage and provide for the timely and effective transcription of the minutes, the parties have agreed to allow the City to contract out the minutes to a professional transcription company. The length of the contract is not to exceed one year; however, the parties agree that prior to the expiration of this agreement the parties shall meet and come to an agreement on how to move forward pertaining to the workload of the Planning and Zoning Official.

This letter of understanding applies to the contracting of meeting minutes only for a one year period to expire on March 6, 2016.

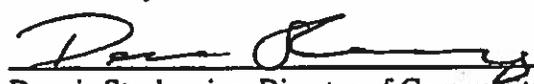
This Agreement entered into this 6 of March 2015.

For the Union:



Kim Eliassen, Chapter Chair

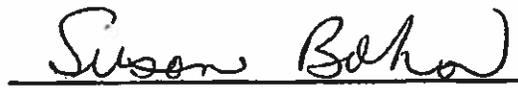
For the City:



Dennis Stachewicz, Director of Community
Development



John Thomas, Council 25 Staff



Susan Bohor, Director of Administrative Services



LETTER OF AGREEMENT
BETWEEN
THE CITY OF MARQUETTE
AND
CITY HALL EMPLOYEES
CHAPTER OF LOCAL #1852
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

This is a non-precedent setting agreement between the above parties concerning Article 21-Work Performed by Non-Bargaining Unit Personnel/Contracting/Sub-Contracting of Work:

Under Paragraph B, "the Employer may, in its best interest, contract work when it is necessary due to manpower needs, lack of expertise, compliance with schedules, introduction of new technology and associated equipment, or in case of emergency situations".

The City employs part-time Water Meter Readers. The work of uploading and downloading route information and readings from meter reading software to hand held reading devices has been done by the Utility Billing Clerk. In the interests of efficiency, the parties have agreed that the part-time Meter Readers may upload/download this information before and/or after reading routes, for the duration of the current bargaining unit contract which expires on June 30, 2016.

This Agreement entered into this 30 of November, 2012.

LETTER OF UNDERSTANDING
BENEFIT TIME PAYMENTS

RE: Labor Agreement Entered into as of the 1st day of July, 2016, Between the Marquette City Commission (the "Employer") and the City Hall Employees' Chapter of Local #1852, AFSCME, AFL-CIO, (the "Union").

The parties hereto mutually agree to modify the Labor Agreement as follows:

1. Article 25- Benefit Time: Effective September 1, 2010, Paragraph 4 of Section A (General Provisions) is amended to read:
4. Payment for Accrued Benefit Time During Employment
 - a. Annual Option: Employees have the annual option to be paid for accumulated

LETTER OF AGREEMENT
BETWEEN
THE CITY OF MARQUETTE
AND
THE MARQUETTE CITY HALL EMPLOYEES
CHAPTER OF LOCAL #1852
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

This is a non-precedent setting agreement between the above parties permitting Supervisory unit member Lance Hopper to be trained to list Motor Pool items for auction on the web-based auction site, in lieu of a City Hall bargaining unit member. In support of the purpose and intent of the current Agreement to "promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union", the following agreement has been reached.

On an as-needed basis, Lance Hopper will be authorized to perform all tasks necessary to list Motor Pool department items for sale on the new web-based auction site. Mr. Hopper will receive appropriate training from the IS department prior to listing any items.

This Letter of Understanding applies only to Lance Hopper, is based on the specific individual facts involved, and will not be considered precedent for the same, similar, or other situations in the future.

This Agreement entered into this 13 th of December, 2007.

For the Union:

David Laughlin
[Signature]
Dave Cortes
[Signature]

For the City:

Suzanne Bohon
[Signature]
Judy L. Okelley
[Signature]

**LETTER OF UNDERSTANDING
AGENCY SHOP / UNION SECURITY**

RE: Labor Agreement Entered into as of the 1st day of July, 2016, Between the Marquette City Commission (the "Employer") and the City Hall Employees' Chapter of Local #1852, AFSCME, AFL-CIO, (the "Union").

Due to the signing into law of Public Act 349 of 2012, the Employer is no longer legally able to require employees covered by this Agreement to become members of the Union as a condition of employment. Should the law be repealed, the parties hereto mutually agree to modify the Labor Agreement to include the following Agency Shop/Union Security article and Representation Fee Check Off article; and replace the existing Dues/Representation Fees Check-Off article with the below Dues Check Off article:

AGENCY SHOP / UNION SECURITY

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) calendar days after the effective date of this agreement, and such condition shall be required for the duration of this Agreement.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) calendar day following the beginning of their employment in the unit.

DUES CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union voluntary amounts allowed by law, 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 and Union voluntary amount deductions 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 of this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union

hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

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 once the form is executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.

B. The amount of such representation fee will be determined as set forth by the Dues/Representation Fees Check Off article.

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

Dated 8/26, 2016.

UNION

EMPLOYER

Shana Thornton 8-26-16
Shana Thornton Date
Staff Representative

David J. Campana 8-29-2016
David J. Campana Date
Mayor

Kim Eliassen 8-26-16
Kim Eliassen Date
Chapter Chair

Cris M. Hazeres 8-30-16
Cris M. Hazeres Date
Clerk

**LETTER OF UNDERSTANDING – 2016-2020 CONTRACT
WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL**

RE: Labor Agreement Entered into as of the ___ day of July, 2016, Between the Marquette City Commission (the “Employer”) and the City Hall Employees' Chapter of Local #1852, AFSCME, AFL-CIO, (the “Union”).

The parties hereto mutually agree to the following:

**Article 19 (B.) - WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL
CONTRACTING/SUBCONTRACTING OF WORK**

If at any time during the life of this contract the position of Municipal Service Center custodian becomes vacant, and the Employer can show a lack of efficiency or financial savings to the Union, the Employer may subcontract custodial work at the new building. Prior to any subcontracting out the parties agree to meet in an effort to come up with alternative solutions.

Provided, however, for an initial period of up to six months the Employer may subcontract the custodial work at the Municipal Service Center. The parties agree to meet after three months to review the efficiency or financial savings and discuss alternative solutions.

The Union does not waive its right to grieve regarding the subcontracting of this work.

Dated: 8/26, 2016

UNION:

By: Shana Thornton
Shana Thornton
AFSCME Staff Representative

By: Kim Eliassen
Kim Eliassen
Chapter Chair

EMPLOYER:

By: David J. Campana
David J. Campana
Mayor

By: Kris M. Hazeres
Kris M. Hazeres
City Clerk