

AGREEMENT

BETWEEN

THE MARQUETTE CITY COMMISSION

AND

DEPARTMENT OF PUBLIC WORKS AND UTILITIES CHAPTER
OF LOCAL #1852

Affiliated With Michigan Council #25, AFSCME, AFL-CIO

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PURPOSE AND INTENT

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

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

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

AGREEMENT

This Agreement made and entered into on July 1, 2016, by and between the Marquette City Commission, hereinafter referred to as the "Employer," and the employees of the Department of Public Works and Utilities, Chapter of Local #1852, affiliated with Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

Note: Wherever herein reference is made to the male pronoun (he, him, his, etc.), it is intended and it should be deemed to include reference to the equivalent female pronoun (she, hers, etc.). All references herein that have been changed from "department" to "division" are intended to be in name only and do not signify an organizational restructuring. All references to Human Resources herein refer to the Director of Administrative Services.

The parties agree that this Agreement is subject to all federal and state laws, and the provisions of PERA, as amended.

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.

ARTICLE 1 – RECOGNITION CLAUSE

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 employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

A. All full-time, non-probationary employees and positions in the classifications set forth in Appendix A Classifications and Pay Rates, excluding all other employees.

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

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. To introduce and demonstrate the use of 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 bargaining unit employees and agrees to provide the Union with the employee's name and work location.

ARTICLE 5 – REMITTANCE OF DUES AND FEES

- A. When Deductions Begin. Check-off deduction under a voluntarily executed authorization form shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter for the life of this contract unless revoked by the employee.

B. Remittance of Dues to Financial Officer. 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 employees from whom deductions have been made no later than ten (10) working days following the date on which they were deducted.

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

ARTICLE 6 – UNION REPRESENTATION

A. Stewards and Chapter Chairperson. The employees covered by this Agreement will be represented by stewards. The Union shall have the exclusive right to assign said stewards and shall assign no more than one (1) steward to each of the following locations or divisions and one (1) Chapter Chairperson for the bargaining unit. In the event an employee's steward is not available, a steward from another division may serve as the steward.

Public Works	1 Steward
Water Distribution	1 Steward
Water & Wastewater Plants	1 Steward
Facilities Maintenance	1 Steward
Motor Pool	1 Steward

One of these stewards shall also serve as the Chief Steward.

B. Human Resources will be notified in writing of the names of the Chapter Chairperson, Chief Steward and Stewards.

C. Either stewards or the Chapter Chairperson (but not both) may investigate and present grievances to the Employer in accordance with this Agreement. The Chapter 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 upon request.

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

E. In the event negotiations are carried on during normal working hours, the negotiating team shall not suffer loss of pay.

ARTICLE 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 by the party making the request. Matters taken up in special conference shall be confined to those included in the agenda.

Conferences shall be held at the hours mutually agreed to by the parties. The members of the Union shall not lose time or pay for time spent in such special conferences provided that the special conference is held during the Union members' scheduled work period.

The area Staff Representative may attend such special conferences if requested by either party.

ARTICLE 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 initiation of a grievance.

1. In order to be a proper matter for grievance procedures, the grievance must be presented within ten (10) working days of the employees' or the Union's knowledge of its occurrence.
2. The Employer will answer, in writing, any written grievance presented to it by the Union, 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. Once resolved, the original documents will then be filed in the Human Resources Department.
4. Automatic extensions to the deadlines in this Article are granted when the responding party is not at work due to holidays, out of town City or Union business or on any approved leave.
5. It is recognized that the employee may at his discretion choose to be represented by a Steward or Chapter Chairperson at all steps in the grievance process.
6. 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/Superintendent

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 the employee is not satisfied with the response from his immediate supervisor, he may present a written grievance document and discuss the grievance with the Superintendent of his division within five (5) working days following the discussion with his supervisor. He will have his steward present at the meeting. The Superintendent will respond in writing within five (5) working days following the meeting.

Step 2 – Department Head

If the grievance is unresolved at Step 1, the employee shall present his grievance document and discuss the grievance 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 receipt of the grievance document.

Step 3 – Human Resources

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 2 is due. If requested by either party, a meeting may be called 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 4 – City Manager

If the answer at Step 3 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 Union's Staff Representative will attend this meeting if requested by either party. The City Manager shall respond in writing to the Chapter Chairperson within ten (10) working days of the meeting.

Step 5 – Arbitration

- a. If the answer of the City Manager is still not satisfactory to the Union, the Union shall have the right to proceed to have the matter arbitrated by filing a written request for same with the American Arbitration Association (AAA) in accordance with AAA rules and procedures.

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

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

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

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

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

ARTICLE 9 – COMPUTATION OF BACK WAGES

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

ARTICLE 10 – DISCHARGE AND SUSPENSION

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

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

B. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, it shall be subject to Step 3 of the grievance procedure.

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

D. The Employer agrees that the generally accepted concept of progressive discipline will be utilized when disciplining employees, depending on the severity of the offense.

ARTICLE 11 – DAILY ASSIGNMENTS

If the Employer fails to give an employee work to which his seniority and ability entitles him at the start of the shift, the employee shall immediately discuss the matter with his supervisor. If after notifying his supervisor, the matter still remains unresolved, it shall become a proper subject for the grievance process.

ARTICLE 12 – PROBATIONARY EMPLOYEES

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

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

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

D. Management may require probationary employees to cross-train in any or all divisions during the probationary period.

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

E. 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 13 – SENIORITY

A. Definition for Layoff & Posting

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

2. Whenever an employee transfers or is promoted to another division, he shall carry all accrued seniority with him for the purpose of computing all benefits and privileges not restricted by the terms of this Agreement.

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

4. Except as changed or modified during the term of this Agreement, for the purpose of this Agreement, divisions are defined as: Public Works, Water Distribution, Facilities Maintenance, Water and Wastewater Treatment Plants, and Motor Pool.

B. Seniority Lists

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

The seniority list shall include the name, date of hire, and job title of all employees of the unit entitled to seniority.

C. Seniority of Officers and Stewards

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

D. Loss of Seniority

An employee shall lose seniority for any of the following:

1. Resigns or retires;
2. Is discharged and the discharge is not reversed by the grievance procedure;
3. Is absent for three (3) consecutive working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section shall not be construed as limiting the Employer's right to discipline for any unjustified absence;
4. Fails to return to work without a satisfactory reason at a specified date following the termination of any approved absence.
5. Fails to return to work without a satisfactory reason when recalled from layoff as set forth in the recall procedure.
6. Is unable to return to work from a Workers' Compensation qualifying injury/illness within twelve (12) consecutive months from the qualifying event, except in extenuating circumstances.

E. Transfers

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

F. Miscellaneous

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

ARTICLE 14 – JOB ELIMINATION/LAYOFF/RECALL

Prior to any job elimination or layoff, the parties agree to meet in an effort to come up with alternate solutions. If the Employer deems it necessary to reduce the number of bargaining unit employees, the Employer will first use attrition.

A. Job Elimination

1. Job elimination is defined as the discontinuance of a job classification position.
2. The Employer will identify the proposed position to be eliminated and will meet with Union representatives at least ten (10) working days prior to the elimination. At such meeting the Employer shall submit a list of employees scheduled for elimination, their names, seniority, job titles and job descriptions.
3. Employees affected by the elimination shall have the opportunity to bump an employee with less seniority in accordance with Article 14.B.4.
4. No bargaining unit work which has been eliminated will be performed by part-time, non-bargaining unit personnel. However, in the event of a job elimination because of financial hardship due to lack of revenue to the City, part-time employees and subcontractors may be used to perform typical bargaining unit work if it would result in a monetary savings to the Employer.
5. Through the process of 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.

B. Layoff Procedure

1. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least ten (10) working days prior to the effective date of layoff. At such meeting the Employer shall identify the affected position(s) and submit a list of the number of employees scheduled for layoff, their names, seniority, and classifications.
2. 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.
3. Employees to be laid off will receive at least (7) calendar day's advance notice of the layoff. During a layoff, there shall be no scheduled overtime within the affected classification or department. After layoff, an employee has up to 12 weeks to request a payout of any or all of his accrued leave balances. If the layoff exceeds 12 weeks, the Employer will pay out any remaining leave balances at the end of the 12 week period.

4. 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.

C. Recall

1. 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.

2. Notice of recall shall be sent to the employee at his last known address by USPS 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 mailing of notice of recall, he shall be considered a quit.

3. 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.

4. Notice of job posting shall be sent to all employees on layoff by registered or USPS 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 contained in this Agreement.

ARTICLE 15 – JOB POSTING AND BIDDING PROCEDURES

A. All vacancies and/or newly created positions within the bargaining unit shall be posted within fourteen (14) calendar days from the date the position becomes vacant. Nothing herein shall be construed in any way which will detract from the right of management to determine when a vacancy exists within any division. 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 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 senior employee in the division within the bargaining unit applying for the position who meets the minimum requirements shall be granted a one-hundred fifty (150) calendar day trial period to determine his ability to perform the job.

All vacancies will be posted in Human Resources 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 simultaneously be sent to all departments in the City to notify them of the vacancy and/or newly created position. Employees outside of the bargaining unit may also indicate an interest in the position at that time by completing the appropriate form in Human Resources.

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

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

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

B. In the event an employee is denied the job, reasons for denial shall be given, in writing, to his steward, and the employee if requested within five (5) working days.

C. During the 150 calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee and his steward in writing

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

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

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

ARTICLE 16 – 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*".

No more than three (3) members of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time. A maximum of one-hundred twenty (120 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 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 provision 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.

Employee's serious health condition.

1. 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 except for up to 240 hours which may be banked

at the employee's discretion 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 except for up to 240 hours which may be banked at the employee's discretion 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 17 – UNION BULLETIN BOARDS

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

Water Treatment Plant, Municipal Service Center, Wastewater Treatment Plant Lakeview Arena. The bulletin board space may be used by the Union for posting notices pertaining to Union business.

ARTICLE 18 – TEMPORARY/DAILY ASSIGNMENTS

A. Temporary Assignments. Temporary assignments for the purpose of filling vacancies of employees who are on vacation or absent because of illness, injury, union business leave, educational leave, etc., will be filled on the basis of seniority, ability, and qualifications.

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

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

1. Employees assigned during a shift to a higher paying classification will be paid the higher rate for either:

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

ARTICLE 19 – PART-TIME AND TEMPORARY EMPLOYEES

A. Part-Time Employees

Employees in this category are those employees who are employed less than (30) hours per week and less than (7) hours per day. The stipulated time period will be unlimited in nature. Part-time employees are not covered by any provisions or benefits of this agreement.

B. Temporary Employees

Temporary employees shall be employed for a period not to exceed 6 consecutive months and are not covered by any provisions or benefits of this Agreement. Employees hired under a government subsidized program will be treated as temporary employees.

C. Court-Ordered / Prison Workers

These workers are not City employees and are not eligible for any rights or benefits under the Agreement and shall only perform work consisting of cleaning floors and equipment and grounds maintenance excluding the use of engine power equipment.

ARTICLE 20 – WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL

A. General Provisions

1. Except as otherwise provided in Articles 2, 14 and 20 below, non-bargaining unit personnel shall not be permitted to perform work regularly and normally performed by bargaining unit personnel.

2. Supervisors will not be allowed to perform work which will preclude overtime compensation for employees within the bargaining unit except in cases arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

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

4. It is understood that because of the particular needs of Lakeview Arena non-bargaining unit personnel may be used to do minor maintenance and/or repairs during their shift at Lakeview Arena.

5. When the contracting out or assignment of work will displace bargaining unit members, such decisions shall be made only after a special conference with the Union.

6. The parties agree to have ongoing evaluation of areas the Employer has utilized the services of contractors, including areas that may be considered for subcontracting in the future. Said evaluation shall include, but not be limited to: cost effectiveness, past contractor performance, scheduling, project specifications, performance standards, etc.

ARTICLE 21 – JURY DUTY

An employee who reports for jury duty will be paid his regular rate of pay for all regularly scheduled hours for that day. Employees serving on jury duty will turn the check from the Court system over to the City and will not suffer a reduction in pay as the result of time spent at jury duty.

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

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

ARTICLE 22 – SAFETY COMMITTEE

A Safety Committee, consisting of up to four (4) members of the Union and two (2) Employer representatives shall be established.

Regular scheduled meetings shall be held six (6) times per year and normally will be no more than one (1) hour in duration. Additional meetings and/or participants may be requested on an on-call basis to address specific safety related issues.

The Committee will review all safety related issues brought forth including: education, training, accessibility, reporting and make written recommendations to the Employer. The Employer will provide a written response to the recommendation within thirty (30) calendar days.

If the recommendation is not implemented for good cause, the issue may become the subject of a Special Conference.

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

ARTICLE 23 – WORKING HOURS

A. An employee's workday and workweek shall consist of eight (8) consecutive working hours per day and forty (40) hours per week. Employees shall not leave the job site to take a lunch period unless sanitary conditions dictate. Municipal Service Center employees should not return to the Service Center prior to fifteen minutes before the end of their shift. This period is to be spent performing work-related activities and/or personal clean-up. The working hours or shifts may be scheduled by the Employer in accordance with departmental operations requirements (Examples: night shift, snow plowing, early or late starting shifts). The working hours or shifts may be changed with forty-eight (48) hours notice.

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

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

ARTICLE 24 – TIME AND ONE-HALF/COMPENSATORY TIME/DOUBLE TIME

A. General Provisions

In order to be compensated for any hours in excess of forty (40) in a work week, it must be pre-approved by your Department Head or immediate supervisor before working the time. Upon completion of overtime, it must be documented on the appropriate form. If you are electing compensatory time, it will be added to your bank. If you are electing pay, it will be paid in the pay period in which the work was completed.

B. Time and One-Half Premium Pay

Time and one-half will be paid as follows:

1. For all hours over eight (8) in one shift or forty (40) hours in one calendar week, with the calendar week defined as Sunday through Saturday, excluding the Water and Wastewater Treatment Plant employees.
2. For all hours worked on holidays.
3. For (call-in) time during scheduled vacation, personal or benefit leave. In the event an employee is called in during scheduled vacation, personal or benefit leave, the Employee will have the following options:
 - a. Being paid at time and one-half for all hours worked only and rescheduling the day off at a future date; or
 - b. Being paid time and one-half for all hours worked in addition to the paid vacation, personal or benefit day.
4. An employee called back for overtime or premium paid time, as appropriate, shall be guaranteed at least two (2) hours pay (three (3) hours pay for Wastewater Treatment Plant employees) at the rate of time and one-half. In no case shall overtime or premium paid time be paid twice for the same hours worked.

C. Overtime Pay

Whenever an employee works in excess of forty (40) hours in a work week, the overtime provisions of the Fair Labor Standards Act (FLSA) will apply.

D. Compensatory Time

1. Employees may take compensatory time off in lieu of overtime pay or premium pay. Compensatory hours shall be paid at the rate of time and one-half the actual hours of overtime worked.
2. For the purpose of compensatory time only, a calendar year shall be defined as December 20th of one year to December 19th of the following year.
3. The maximum number of hours an employee may use for compensatory time in any calendar year is 120 (80 hours of overtime).
4. 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.

E. Double Time

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

F. Call Out

Call out prior to regular shift starting time: An employee called in to work in excess of four (4) hours prior to the start of his regularly scheduled shift will be paid at the rate of time and one-half the employee's regular pay rate for all hours worked. The employee must work or use proper

leave time to reach eight (8) consecutive hours in order to qualify for overtime or premium pay, as appropriate, for that shift. The 8 hours fulfill the employee's obligation for the day's scheduled shift.

ARTICLE 25 – EQUALIZATION OF OVERTIME HOURS

All overtime hours shall be divided as equally as possible among employees in their division. A list of overtime hours will be posted in a conspicuous place on a weekly basis beginning January of each year.

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

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

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

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

ARTICLE 26 – WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws. The Employer further agrees to pay for work related injuries without charging sick leave for eighty (80) working hours. At no time shall the employee receive more compensation than his regular rate of pay.

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

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

ARTICLE 27 – BENEFIT TIME

A. General Provisions

1. All employees hired after March 1, 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 funeral leave.
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 (based on 26 pay periods per year), according to the Annual Employee Benefit Time Schedule.

Annual Employee Benefit Time Schedule

Years of Service	Benefit Days	Hours/Pay Period
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 Employees Hired After 9/25/12

4. Employees hired after September 25, 2012 will be awarded benefit time, accrued per pay period (based on 26 pay periods per year), according to the table below.

Years of Service	Benefit Days	Hours/Pay Period
0-5 years	24 days / 192 hours	7.39
6 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 and paid by the following October. 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.
3. During the month of January each calendar year employees will be able to request in writing benefit time for that calendar year. After January 31, the employer will respond to written requests on a first submitted basis. Such responses shall be in writing from the employer.
4. Scheduling for benefit time shall be accomplished and posted by the third week in February and if at that time requests cause a conflict in scheduling, the employee with the highest seniority within the Department shall be granted preference of benefit time.

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 four (4) 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 employee's immediate supervisor or on-call supervisor, or in the event that contact cannot be made, notification will be made to the Water Plant at (906) 228-0488.

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 28 – SICK LEAVE

A. Applicability. The provisions of this Article 28 apply to all employees who are not on the benefit time system set forth in Article 27, 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. Prior notification for a request(s) to use sick leave, shall be provided prior to the start of each and every scheduled shift, so as to enable the Employer to adequately schedule the work force, unless other arrangements are made between the employee and supervisor. Should there be a failure to notify the department office prior to the start of the scheduled shift, no sick pay benefit will be paid to the employee for that shift. Under special circumstances, such as incapacitation, the Employer will waive this requirement.

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

D. 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 shall be required to furnish a physician's return to work certificate whenever four (4) or more consecutive sick leave days are claimed. Employees failing to provide the required physician certificate shall not be permitted to return to work, be entitled to paid sick leave, or use of other leave time such as vacation, comp, or personal time, and said days shall constitute unexcused absence.

F. Payment Upon Termination. Sick leave accrual shall be unlimited during the course of employment to date of retirement, resignation or death. Upon the retirement, or voluntary separation from employment for employees with at least ten (10) years of service, payment will be made for up to one-half (½) of the maximum accrual of eighteen hundred (1,800) hours.

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

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.

G. An employee may use three (3) days of sick leave each anniversary year for the illness of a dependent child, spouse or IRS-defined dependent.

ARTICLE 29 – FUNERAL LEAVE

A. Applicability The provisions of this Article 29 apply to all employees who are not on the benefit time system set forth in Article 27, above.

B. An employee shall be allowed up to three (3) working days with pay as funeral leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, aunts, uncles, grandchildren, or an IRS-defined dependent.

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

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

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

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

ARTICLE 30 – HOLIDAY PROVISIONS

A. The paid holidays are designated as:

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

Employees who do not work the holiday will be paid their current rate based on their regular scheduled work day for said holiday, excluding shift differential. An employee who is on unpaid leave or workers’ compensation shall not be eligible for holiday pay.

B. If a holiday falls on Saturday or on the employee's normally scheduled day off, one (1) day shall be added to the employee’s vacation/benefit time bank.

C. If a holiday falls on Sunday, Monday shall be considered as the holiday. If a holiday falls on Monday and is preceded by a Sunday which is also a holiday, one day of vacation/benefit time shall be added to the employee’s vacation/benefit time bank for the Sunday holiday.

D. Employees at the Water Treatment Plant and Wastewater Treatment Plant who are required to work on Easter Sunday will receive (4) hours of compensatory time added to their accumulation in addition to their regular straight time pay for that day. The provisions of paragraph B & C above do not apply to employees at either plant whose scheduled shift requires them to work weekends. These employees will receive 8 hours of overtime when a holiday falls on a Saturday or Sunday.

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

ARTICLE 31 – PERSONAL DAYS

All Employees who are not on the benefit time system set forth in Article 27, above shall be entitled to forty (40) hours of personal time annually which shall be awarded on their anniversary date. Personal time must be used during the employee's anniversary year and shall not be carried over beyond the next anniversary date or converted to pay. For scheduling purposes, the employee will give as much advance notice as possible; however, the employee must notify the Employer at least thirty (30) minutes in advance of its use, except in cases of emergency.

ARTICLE 32 – VACATION PERIOD

A. **Applicability** The provisions of this Article 32 apply to all employees who are not on the benefit time system set forth in Article 27, 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 division and available vacation time accrual. Approvals will not be unreasonably denied.

3. During the month of January each calendar year employees will be able to request in writing vacation time for that calendar year. After January 31, the Employer will respond to written requests on a first submitted basis. Such responses shall be in writing from the Employer.

4. Scheduling for vacation time shall be accomplished and posted by the third week in February and if at that time requests cause a conflict in scheduling, the employee with the highest seniority within the Division shall be granted preference of vacation time.

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 per pay period shown are based on 26 pay periods per year.)

<u>EMPLOYMENT</u>	<u>AMOUNT</u>	<u>HOURS / PAY PERIOD</u>
1 year	5 days vacation	1.54
2 -5 years	10 days vacation	3.08
6 years	11 days vacation	3.39
7 years	12 days vacation	3.69
8 years	13 days vacation	4.00
9 years	14 days vacation	4.31
10-13 years	16 days vacation	4.92
14-17 years	19 days vacation	5.85
18-20 years	22 days vacation	6.77
21 years	23 days vacation	7.08
22 years	24 days vacation	7.38
23 years	25 days vacation	7.69
24 years	26 days vacation	8.0
25 years	27 days vacation	8.31
26 years	28 days vacation	8.62
27 years	29 days vacation	8.92
28 years or more	30 days vacation	9.23

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, retires, or severs his employment, he will be paid for any unused vacation balance to date of layoff, retirement, or resignation (up to a maximum of 400 hours).

I. Employees will be paid their current rate based on their regular scheduled day, excluding shift differential, while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 33 – PAY PERIODS/DIRECT DEPOSIT

A. Pay Periods

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

B. Direct Deposit

All employees shall utilize direct deposit for payroll purposes. The Employer reserves the right to distribute Notices of Deposit electronically.

ARTICLE 34 – HEALTH/DENTAL/VISION/ PRESCRIPTION DRUG COVERAGE

A. General Provisions

1. "Eligible Employees" for purposes of this Article 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 34 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.

5. 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 (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.

3. If in plan coverage years beginning July 1, 2016 through the life of this contract, any other bargaining unit of the City bargains a health insurance plan with different benefit levels or required employee contributions, this bargaining unit will be offered the option to enroll in the same plan during any regular or "special" open enrollment window. 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 web-site. 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 employment 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 to the Employer. 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 Plan outlined in the Benefits at a Glance available on the web site and plan documents. 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 \$225.00 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 \$225.00 can be used for payment of premiums to other group health insurance carriers if the City is supplied proof of the insurance premium payment by the retired employee.

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 \$225/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 group 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 1st 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 benefits 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.

ARTICLE 35 – LIFE INSURANCE COVERAGE

A. The employer agrees to pay the full premium for life insurance plan for each employee, face value of \$30,000 while employed.

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

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

ARTICLE 36 – COMPUTATION OF BENEFITS

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

ARTICLE 37 – LONG TERM DISABILITY INSURANCE

The Employer agrees to pay the full premium for long term disability insurance coverage for employees who converted from vacation, sick, and personal leave to Benefit Time between May 15, 2005 and May 31, 2005. No employees hired after July 1, 2008 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.

ARTICLE 38 – MISCELLANEOUS BENEFITS

A. Use of City Facilities for Personal Use: Employees shall be allowed to utilize City Facilities for washing, detailing and light maintenance, (excluding fluid systems and any under-vehicle repairs), of the employee's personal vehicles. Exceptions for emergency repairs may be made by the employer.

B. In the event that an employee is unable to operate equipment or motor vehicles required for the performance of their regular job duties, because of a court-imposed suspension or restriction of their driving privileges, the City shall endeavor but not guarantee to assign other work for which

he is qualified, provided such work is available. Such reassignment shall be for up to one hundred eighty (180) calendar days. If no such work is available, the affected employee must use accumulated vacation, personal, benefit time and compensatory time; the City shall not create work for this purpose. If circumstances dictate, an extension may be granted not to exceed an additional one hundred and eighty five (185) calendar days, (normally a total of one year), upon mutual agreement.

ARTICLE 39 – CLASSIFICATIONS AND RATES

A. Classifications and their respective rates are included as Appendix “A”.

B. Shift Differential

1. Employees working a shift beginning between 10:00 a.m. and 4:59 p.m. shall receive .50 per hour in addition to their regular wage.

2. Employees working a shift beginning between 5:00 p.m. and 4:59 a.m. shall receive .40 per hour in addition to their regular wage.

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

4. Employees working a regular shift beginning on Saturday or Sunday shall receive \$.60 per hour in addition to their regular hourly rate for all hours worked on Saturday and Sunday.

C. Certificates

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

D. Hole Rate Differential

The Hole Rate differential is eliminated and converted to an increase of \$.05/hour in the base rate for each position assigned to Water Distribution and Public Works Sewer Maintenance Crews. This adjusted base rate will apply for all hours paid, as compensation for working in trenches and holes. Employees who are called upon to work in trenches or holes for Water Distribution and Public Works Sewer Maintenance Crews but are not employees of those units will receive a pay rate equivalent to Pay Rate II for all of the hours worked in excavated trenches or holes not less than five (5) feet in depth.

E. Assignment to the Public Works Sewer Crew and Forestry Crew will be seasonal, and assignments will be made based on seniority.

F. Rates for New Jobs

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

ARTICLE 40 – COST OF LIVING ADJUSTMENT

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

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

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

ARTICLE 41 – LONGEVITY

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

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

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

ARTICLE 42 – CLOTHING ALLOWANCE

Guidelines and requirements for uniforms worn by bargaining unit employees shall be in compliance with IRS regulations.

A. City uniforms shall be worn at all times while on duty. Uniforms will be worn only while on duty and are not for personal use.

B. Employees will be provided with a taxable uniform allowance of up to \$375, inclusive of embroidery costs as of October 1 each year beginning October 1, 2017. All money not spent by the employee will be forfeited back to the City of Marquette.

- C. Safety footwear shall be required equipment for all employees as a non-taxable benefit. Conditions warranting the use of safety-toe footwear and the amount included in the allowance shall be outlined by policy.
- D. Employer shall provide laundered coveralls for the employees when required for the job. Non-reusable coveralls may be substituted by the Employer. Motor Pool employees shall receive (5) sets of laundered coveralls per employee.
- E. A Committee consisting of up to three (3) members of the Union and three (3) Employer representatives will meet quarterly to assess and evaluate uniform and coverall usage.

ARTICLE 43 – MILEAGE ALLOWANCE

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

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

ARTICLE 44 – PENSIONS

- A. The pension provisions for those employed as of September 25, 2012 shall be as follows: Benefit Program B-4 of MERS F55-25, V-10, FAC 3 with 6% fixed contribution rate by covered employees beginning October 1, 2016. Benefit E-2 effective July 1, 1999.
- B. For employees on Benefit Time hired prior to September 25, 2012 (and not covered by a Letter of Understanding), a maximum of 800 hours of accrued, unpaid leave time may be counted toward their FAC (3) compensation. For employees hired prior to September 25, 2012 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 01 of the MERS Defined Benefit Plan with the following benefits:
 - 1. Plan B-3, F55-25, V-10, FAC 3, 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 contribution will not reduce the Employer's required contribution.

ARTICLE 45 – EDUCATIONAL OPPORTUNITIES (WORK RELATED)

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

ARTICLE 46 – SAFETY GLASSES

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

ARTICLE 47 – JOB DESCRIPTIONS

Job descriptions will be reviewed and updated as needed, but not less than every five years, by the Employer. The Employer agrees to provide a copy of all job descriptions and any changes to the Chapter Chairperson. The Union may request a special conference with the Employer to discuss any objections to the changes.

ARTICLE 48 – TRAINING PROGRAM FOR MOTOR POOL TECHNICIANS

A. All newly-hired technicians in the Motor Pool division will be required to complete an in-house training program within three years of their date of hire. Satisfactory progress on the in-house program is a requirement for contractual step increases. The training program will consist of the workbook modules used under the City and Union's former joint apprenticeship program and on-the-job training and mentoring with experienced mechanics. If the employee does not satisfactorily complete the training program, he may be transferred to a position that his qualifications and seniority would allow.

B. An employee who meets the minimum qualifications and posts to the position of Motor Pool Technician from another division of the bargaining unit, will have a 150-day calendar day trial period to determine his ability to perform the job duties. In addition, the transferred employee must complete the in-house training program within three years of the date of the transfer. If the employee does not satisfactorily complete the training program, he may be transferred to a position that his qualifications and seniority would allow.

ARTICLE 49 – PERSONNEL FILES/PERSONAL INFORMATION

A. Personnel Files

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, Human Resources shall maintain the original copy at City Hall. Where dual files are kept, the information concerning discipline and job performance in each shall be identical.

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

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

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

B. Personal Information

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

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

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

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

C. A member of this bargaining unit leaving the employ of the City by voluntary termination or retirement shall give two (2) weeks' written notice to the City by completing the necessary form in Human Resources.

ARTICLE 50 – 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 51 – 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 opportunities 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 52 – 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 53 – DISTRIBUTION OF AGREEMENT

The City 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. A copy of the Agreement shall be provided by the City to any new hire.

ARTICLE 54 – 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 sixty (60) days prior to the above termination date, give written notification of same.

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

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

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

E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 1034 N. Washington Avenue, Lansing, Michigan 48906; and if the Employer, addressed to the 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.

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

FOR THE UNION:

Todd Brugman 8-31-16
Todd Brugman, Chapter Chairperson Date

Shana Thornton 8/31/16
Shana Thornton, Staff Representative Date

FOR THE EMPLOYER:

David J. Campana
David J. Campana, Mayor Date

Kris M. Hazeres 9-8-16
Kris M. Hazeres, City Clerk Date

Attachments:

Appendix A – Classifications & Pay Rates, Certificate Holder Wage Charts

Appendix B – Accommodation 4-Day/40-Hour Work Week

Appendix C- Commercial Drivers License (CDL) Substance Abuse Program

Letter of Understanding – 2016/2020 Contract re: Pensions and Benefit Time

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

**APPENDIX A
CLASSIFICATIONS & PAY RATES**

CLASSIFICATION

Water Plant Operator
 Wastewater Treatment Plant Operator
 Wastewater Treatment Plant / Water Treatment Plant Operator
 Heavy Equipment Operator

PAY RATE I	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/1/2016 (0%)*	17.83	18.88	19.93	20.94	22.07
	10/1/2016 (2%)	18.19	19.26	20.33	21.36	22.51
	10/1/2017 (2%)	18.55	19.64	20.74	21.79	22.96
	10/1/2018 (2%)	18.92	20.04	21.15	22.22	23.42
	10/1/2019 (2%)	19.30	20.44	21.57	22.67	23.89

CLASSIFICATION

Special Equipment Operator
 Purchasing & Supply Technician
 Motor Pool Technician
 Meter Crew Leader
 Sign Technician
 Meter Service Technician
 Utility Inspector
 Utility Locator Technician
 Electrician-Facilities Maintenance
 Maintenance Mechanic-Facilities Maintenance
 Maintenance & Equipment Operator - Wastewater
 Finish Carpenter
 Wastewater Treatment Lab Tech/Operator
 Arbonst

PAY RATE II	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/1/2016 (0%)*	19.06	20.21	21.30	22.46	23.59
	10/1/2016 (2%)	19.44	20.61	21.73	22.91	24.06
	10/1/2017 (2%)	19.83	21.03	22.16	23.37	24.54
	10/1/2018 (2%)	20.23	21.45	22.60	23.83	25.03
	10/1/2019 (2%)	20.63	21.88	23.06	24.31	25.53

NOTES:

The Employer proposes a \$400 fiscal adjustment bonus for each employee upon ratification.

*No wage increase 07/01/2016-9/30/2016

**Wage increases do not apply to certificate pay

WATER DISTRIBUTION CERTIFICATIONS**	
S-1	Add \$0.60/hour
S-2	Add \$0.50/hour
S-3	Add \$0.30/hour
S-4	Add \$0.20/hour
WATER PLANT CERTIFICATIONS**	
F-1	Add \$0.90/hour
F-2	Add \$0.65/hour
F-3	Add \$0.40/hour
F-4	Add \$0.20/hour
WASTEWATER TREATMENT PLANT**	
B	Add \$1.45/hour
C	Add \$0.70/hour
D	Add \$0.30/hour

HOLE RATE-SEWER AND WATER DISTRIB.
 \$.05/hour

APPENDIX B

Accommodation 4-Day/40-Hour Work Week

Article 23 of the present Labor Agreement specifies "an employee's workday and workweek shall consist of eight (8) consecutive working hours per day and forty (40) hours per week." In the interest of efficiently managing weekend work demands and accommodating the interests and personal needs of employees assigned to work weekend shifts, the parties to this agreement propose an alternative ten hour per day, four day per week schedule be approved and applied on a trial basis to two "weekend positions" in the Facilities and Maintenance Division. The schedule shall be subject to review twelve months after its implementation, and shall be continued only with the further consent of both parties to this agreement.

In order to accommodate this alternative workweek schedule, the following interpretations and changes to the existing contract language are agreed to, as applied to the positions of Heavy Equipment Operator and Maintenance Mechanic – Facilities and Maintenance Division assigned to regular weekend work schedules.

ARTICLE 8 - GRIEVANCE PROCEDURE

Time limits defined in "working days" shall be measured in regular scheduled work days of the individual in possession of the grievance document.

ARTICLE 10 - DISCHARGE AND SUSPENSION

- B.** Appeals shall be filed within 5 working days as measured by the regular work schedule of the discharged or suspended employee.

ARTICLE 12 - PROBATIONARY EMPLOYEES

The 180 calendar day probationary period shall apply to all work schedules.

ARTICLE 13 - SENIORITY

- D.** Absence for three (3) consecutive working days shall be as measured by the regular working schedule of the absent employee.

ARTICLE 14 - JOB ELIMINATION/LAYOFF/RECALL

The notice to union representatives at least ten working days in advance of job elimination or layoff shall be as measured by the regular work schedule of Union Chapter Chair. Notice and qualification periods measured in calendar days shall apply to all work schedules.

ARTICLE 15 - JOB POSTING AND BIDDING PROCEDURES

- A.** Posting periods of five (5) working days shall be as measured in regular business days of the Human Resources Department.
- B.** Employees denied a position shall file their request for reasons within five (5) working days, as measured by the regular work schedule of the requesting employee.

ARTICLE 16 - LEAVES OF ABSENCE

C.2. Days allowed for Union business shall be as measured by the regular work schedule of each absent employee.

E 2, 3. Allowed thirty (30) day balances or accrued leave shall be measured as 240 hours.

ARTICLE 18 - TEMPORARY/DAILY ASSIGNMENTS

B. Absences of sixty (60) working days shall be as measured by the regular work schedule of the absent employee.

ARTICLE 21 - JURY DUTY

Employees regularly working a ten (10) hour work day will be transferred to a temporary 9:00 a.m. to 7:00 p.m. working shift for scheduled work days on which they must report to court.

ARTICLE 23 - WORKING HOURS

A. For the positions covered by this Appendix B, the workday and workweek shall consist of ten (10) consecutive working hours per day and forty (40) hours per week.

B. Employees assigned to a shift of ten (10) hours, or longer, shall be allowed break time of not more than thirty (30) minutes during the shift. This time is to be divided into not more than three (3) breaks.

ARTICLE 24 - TIME AND ONE-HALF/COMPENSATORY TIME/DOUBLE TIME

B.1. Employees assigned to a workweek of four ten (10) hour shifts will be paid time and one-half for all hours over ten (10) in one shift or forty (40) in one week.

D. The maximum number of hours an employee may use for compensatory time in any calendar year is 120 (80 hours of overtime), regardless of work schedule.

E. Double time provisions will apply to all hours worked in excess of twelve (12) consecutive hours, regardless of work schedule.

F. An employee assigned to a workweek of four ten (10) hour shifts who is called in to work in excess of four hours prior to the start of his regularly scheduled shift will be paid one and one-half times the employee's regular rate for all hours worked. The employee must work or use proper leave time to reach ten (10) consecutive hours in order to qualify for overtime or premium pay, as appropriate, for that shift. The ten (10) hours fulfill the employee's obligation for the day's scheduled shift.

ARTICLE 26 - WORKERS' COMPENSATION

The eighty (80) working hours allowance before charging sick leave applies regardless of work schedule.

ARTICLE 27- BENEFIT TIME

A. General Provisions:

2. The maximum benefit time accrual shall be 1,100 hours on October 1st of each year, regardless of work schedule.

3. and 4. Benefit time accrual will be at the rates listed in hours per pay period (based on 26 pay periods per year). The column in the contract titled "Benefit Days" and listing equivalent days shall not apply to employees assigned to shifts of ten hours.

- B. Scheduling Benefit Time: Working days shall be as measured by the work schedule of the approving supervisor.
- C. 4. A physician's return to work certificate may be required after four (4) or more consecutive unscheduled benefit days are claimed, regardless of work schedule.

ARTICLE 28 - SICK LEAVE

- B. Sick leave accrual shall be at the rate of 3.6923 hours per pay period, not to exceed ninety-six (96) hours per year, regardless of work schedule.
- E. A physician's return to work certificate shall be required after four (4) or more consecutive sick leave days, regardless of work schedule.
- G. An employee may use twenty-four (24) hours of sick leave each anniversary year for the illness of a dependent child, spouse, or member of the employee's household.

ARTICLE 29 - FUNERAL LEAVE

- B. Working days shall be as measured by the employee's regularly assigned shift schedule.
- C. One-half day funeral leave for employees regularly assigned to a ten (10) hour shift shall constitute five hours.
- D. Three days leave shall be as measured by the regular work shift of the employee involved.

ARTICLE 30 - HOLIDAY PROVISIONS

- A. Paid holidays shall be as designated in the Agreement. If a holiday falls on a regularly scheduled work day, employees who do not work the holiday shall be paid their current rate based upon their regular scheduled work day for said holiday, excluding shift differential. If a holiday falls on a regularly scheduled day off, eight (8) hours shall be added to the employee's accrued vacation/benefit time.
- B. Paragraphs B and C of this Article shall not apply to these positions.

ARTICLE 32 - VACATION PERIOD

- B3. Working days shall be as measured by the work schedule of the approving supervisor.
- E. Vacation accrual will be at the rates listed in hours per pay period (based on 26 pay periods per year). The column in the contract titled "AMOUNT" and listing equivalent days of vacation shall not apply to employees assigned to shifts of ten hours. The maximum vacation accrual shall be 240 hours in an anniversary year.
- F. A maximum of four hundred (400) hours may be accrued in an employee's vacation bank, as of September 30th of each year of this contract.

**APPENDIX C
COMMERCIAL DRIVERS LICENSE (CDL)
SUBSTANCE ABUSE PROGRAM**

I. GENERAL

- A. The City of Marquette and the bargaining unit agree to promote a drug and alcohol free work place through education, awareness and training resulting in a safe and productive work environment.
- B. Drug and alcohol testing will be done in accordance with Department of Transportation (DOT) guidelines using DOT certified drug and alcohol testing laboratories.
- C. Notification of testing and results will be done in a uniform confidential manner.
- D. After testing positive an employee will immediately be removed from safety sensitive duties and a meeting will be scheduled as soon as possible with the affected employee, union representative and an employer representative.
- E. During the meeting the employee will be advised of confirmation testing, return to duty testing, substance abuse evaluation and/or recommendation of treatment; potential work/duty accommodations; discussion of financial responsibilities and possible disciplinary action; and, any Medical Review Officer (MRO) recommendations.
- F. Upon recommendation of MRO to complete a substance abuse program as a result of a positive drug and/or alcohol test, it will be the responsibility of the employee to enroll, complete and finance such treatment.
- G. A suspended employee will not be eligible to accrue vacation or sick leave or benefit time while on suspension due to a confirmed positive drug and/or alcohol test result.
- H. Any employee who incurs a confirmed positive drug and/or alcohol test result will be placed on probation status as set forth below.
- I. Any employee who refuses to participate in a drug and/or alcohol test will be treated as a confirmed positive test and subject to Section III of the CDL Substance Abuse Program.

II. POSITIVE ALCOHOL TEST RESULT

- A. Any employee who maintains a Commercial Drivers License (CDL) and has a confirmed breath alcohol content (BAC) test result equal to or greater than .02 percent, but less than .04 percent must be removed from duty for twenty-four (24) hours.

Employee may use accrued vacation and/or personal leave or benefit time during suspension

- B. Any employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .04 percent but less than .07 percent will result in the following:
- removal from his/her duties for the remainder of the shift and for the subsequent five (5) working days
 - enroll and complete a substance abuse program as recommended by MRO
 - documentation shall be provided by the employee indicating a less than .015 percent BAC or current DOT guidelines alcohol test upon returning to duty
- Employee may use accrued vacation and/or personal leave, benefit time during suspension
- C. Any employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .07 percent will result in the following:
- removal from his/her duties for the remainder of the shift and for the subsequent ten (10) working days without pay
 - enrollment and completion of a substance abuse program as recommended by MRO
 - documentation shall be provided by the employee indicating a less than .015 percent BAC or current DOT guidelines alcohol test upon returning to duty
 - subject to Last Chance Agreement in accordance to Section IV
- D. Any employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .02 percent will be subjected to six (6) additional alcohol tests in the subsequent twelve (12) months as determined by the employer and will be considered to be on probationary status in accordance to the Substance Abuse Program.
- E. If employee fails to complete a substance abuse program, as a result of a positive alcohol test and recommended by MRO, it will be treated as a confirmed BAC test and therefore follow the next step of the disciplinary procedure.
- F. In the event an employee, who is not subject to a Last Chance Agreement, registers a second confirmed BAC positive test equal to or greater than .02 percent, but less than .04 percent in a twelve (12) month period, then the employee will be subject to a ten (10) working day suspension without pay. An additional six (6) alcohol tests will be administered in the next twelve (12) month period as determined by the employer.
- G. In the event an employee registers a second confirmed BAC positive test equal to or greater than .04 percent in a twelve (12) month period, then the employee will be terminated from employment of the City.

- H. In the event an employee registers a third confirmed BAC positive test equal to or greater than .02 percent in a twelve (12) month period, then the employee will be terminated from employment of the City.

III. POSITIVE ILLEGAL /CONTROLLED SUBSTANCE TEST RESULT

- A. Any employee who maintains a CDL and has a confirmed positive drug test will be removed from his/her duties for the remainder of the shift and subsequent ten (10) working days without pay. A non-positive test will be required prior to returning to duty. The employee will be responsible for scheduling a return to work test at a DOT certified lab. If non-positive test results are not available at the conclusion of the ten (10) working day suspension period, the employee will be eligible to use his/her accrued vacation and/or personal, benefit time leave not to exceed fifteen (15) additional working days while waiting for test results to return.
- B. Any employee who maintains a CDL and has a confirmed positive drug test will be subject to the following:
- enrollment and completion in a substance abuse program as recommended by MRO
 - subject to six (6) drug tests in the subsequent twelve (12) month period from point of positive test occurrence
 - subject to Last Chance Agreement in accordance to Section IV
- C. If an employee fails to complete a MRO recommended substance abuse program as a result of a positive drug test, it will be treated as a confirmed positive test and will result in termination from employment.

IV. LAST CHANCE AGREEMENT

- Any employee placed on a Last Chance Agreement will be subject to the following:
- employee will be subject to six (6) drug/alcohol tests subsequent to refusal to participate in a drug/alcohol test
 - employee having subsequent positive drug and/or alcohol test within a sixty (60) month period from date of prior positive test (or refusal to test) will result in immediate termination
 - employee subject to Last Chance Agreement will be required to sign a receipt of said agreement

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 Department of Public Works and Utilities of Local #1852, AFSCME, AFL-CIO, (the “Union”).

The parties hereto mutually agree as follows:

1. Article 44 Pensions: Paragraph B. states that “For employees on Benefit Time hired prior to September 25, 2012 (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>
Chapman, Daniel - #4630	800
Chapman, Luke - #4780	800
Goodwin, Wayne - 4407	800
Hinze, Alex - #4577	800
Hinze, Eric - #4226	800
Suckow, Duane - #4302	800
Tregear, James - #4617	800
Molise, Jarrod - #4220	800
Carter, Daniel - #4235	800
LaFave, George - #4603	800
Smith, Timothy - #4243	800
Tracy, Christian - #4223	800
Ritari, Randy - #2885	800
Stanaway, Bernard - #4202	800

2. The following existing letter of understanding/agreement between the parties is updated below and hereby carried forward and incorporated into this Letter of Understanding:

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

3. Article 27-Benefit Time: Effective September 1, 2010, Paragraph 5 of Section A (General Provisions) is amended to read:

5. Payment for Accrued Benefit Time During Employment

a. Annual Option: Employees have the annual option to be paid for accumulated benefit time not to exceed five percent (5%), in one percent (1%) increments, of the

employee's base pay [e.g., (2080 hours x hourly rate) x .05], provided each employee must maintain a minimum of 240 benefit hours.

b. Three-Year Pre-Retirement Option:

i. The following employees who converted to benefit time with the parties' collective bargaining agreement of July 1, 2004, are eligible for a three-year pre-retirement benefit time payment option:

<u>Employee</u>	<u>Accrued Benefit Hours as of 07/23/10</u>	<u>Hire Date</u>	<u>Earliest Projected Retirement Eligibility Date</u>	<u>MERS Maximum Benefit Hours Accrual</u>
Brandel, M.	669.7900	7/01/87	09/25/15	840
Brugman, T.	614.6949	10/17/94	10/17/20	840
Fraley, J.	222.9566	6/02/04	06/02/29	840
Hayward, N.	751.3255	12/18/87	10/12/15	840
Johnson, D.	280.1795	4/15/98	09/22/25	840
Koval, M.	534.8020	1/24/05	08/20/20	720*
Michaels, L.	1060.5516	3/994	10/30/22	840
Ohman, R.	597.9783	2/1/94	02/01/19	840
Paavola, R.	302.0177	2/4/91	09/21/15	840
Spanton, M.	1016.5847	6/14/97	02/01/20	840
Steadman, J.	94.8217	12/5/77	09/08/10	840
Traye, N.	683.3850	1/28/02	03/22/29	840

*840 if employee retires after 1/24/30

ii. Each such employee has an option for the year he retires from employment with the Employer to be paid for the amount that his actual accrued leave balance (up to a maximum of 1,100 hours) exceeds the MERS maximum for the three-year FAC period. The purpose of this one-time pre-retirement benefit time payment option is to allow the eligible employee to include accrued benefit time up to 1,100 hours toward "final average compensation" for pension purposes.

iii. To exercise any option in this Article 27 A. 5., the employee must submit a request to Human Resources no less than 30 days prior to the employee's planned date of retirement. Payment will be included with the employee's regular pay deposit for the pay period following approval of the request. No separate check will be issued. Employees who exercise the pre-retirement option will be paid the difference between the maximum accrued balance at retirement that exceeds this maximum (up to 1,100 hours). The pre-retirement option is a one-time only option, and will not be extended again in the event the employee's retirement date is delayed.

iv. Payment will be at the employee's base rate of pay in effect at the time the option is paid.

4. 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 44 B. and Article 27 A. 5. Three-Year Pre-Retirement Option, shall be continued in future collective bargaining agreements until the last employee included on the listing terminates employment with the Employer.

Dated: August 31, 2016.

UNION

By: Shana Thornton
Shana Thornton
Staff Representative

By: Todd Brugman
Todd Brugman
Chapter Chair

EMPLOYER

By: David J. Campana
David J. Campana
Mayor

By: Kris M. Hazeres
Kris M. Hazeres
City Clerk 9-8-16

**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 Department of Public Works and Utilities 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 August 31, 2016.

UNION

EMPLOYER

Shana Thornton 8/31/16
Shana Thornton Date
Staff Representative

David J. Campana
David J. Campana Date
Mayor

Todd Brugman 8-31-16
Todd Brugman Date
Chapter Chairperson

Kris M. Hazeres 9-8-16
Kris M. Hazeres Date
City Clerk