AGREEMENT

BETWEEN

THE MARQUETTE CITY COMMISSION

AND

SUPERVISORY EMPLOYEES

LOCAL #1852, MICHIGAN COUNCIL 25

AFSCME, AFL-CIO

Effective:	July 1, 2013
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PREAMBLE

This Agreement made and entered into on this 1st day of July, 2013, by and between the Marquette City Commission, hereinafter referred to as the "Employer", and the Supervisory Employees Chapter of Local #1852, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

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

ARTICLE 1 - PURPOSE AND INTENT

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

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

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

ARTICLE 2 - UNION REPRESENTATION

A. Chapter Chairperson and Steward

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

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

C. Either the Chapter Chairperson or Steward (but not both) may investigate and present grievances to the Employer in accordance with his Agreement. The Chapter Chairperson or Steward will notify their supervisor prior to any time spent away from their work to investigate or present a grievance.

It is understood and agreed that there are certain emergency circumstances that arise in which the steward or employee may not be able to be released; during these times, the steward will be given reasons why the affected employee(s) cannot be released and an alternate time will be scheduled at a mutually agreeable time. If time cannot be scheduled prior to the end of the shift, time deadlines or grievances shall be extended in writing for a period of one (1) work day upon request.

D. Employees covered by this Agreement will be represented in negotiations by no more than four (4) bargaining unit committee members in addition to AFSCME staff or advisors.

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

ARTICLE 3 - RECOGNITION CLAUSE

The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended and by Act No. 379, Public Act of 1965, of the regular full-time employees in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment. All employees in the bargaining unit are also subject to Public Act 349 of 2012, Public Act 436 of 2012, Public Act 54 of 2011 and Public Acts 258-263 of 2011.

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

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

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

1. Supervisor, Street Maintenance –Public Works
2. Supervisor, Equipment Maintenance – Motor Pool
3. Supervisor, Water Distribution – Water Distribution
4. Supervisor, Facilities and Maintenance – Facilities and Maintenance
5. Supervisor, Sewer Maintenance – Public Works
6. Supervisor, Wastewater Treatment Plant
7. Supervisor, Water Treatment Plant
8. Supervisor, Arborist/Sexton – Public Works

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

K. To establish work schedules;

L. To discipline and discharge employees for cause;

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

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

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

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

ARTICLE 5 - AID TO OTHER UNIONS

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

ARTICLE 6 - UNION SECURITY (AGENCY SHOP)

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

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

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

ARTICLE 7 - DUES CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the Union and, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty calendar (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

ARTICLE 8 - REPRESENTATION FEE CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the representation fee as provided in a written authorization in accordance with the standard form provided by the Union and that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

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

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

ARTICLE 9 - REMITTANCE OF DUES AND FEES

A. When Deductions Begin. Check-off deduction under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month hereafter.

B. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated officer of Michigan Council #25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) working days following the date on which they were deducted.

C. The Employer shall additionally indicate the amount deducted and notify the financial office of the Council of the names and addresses of employees, who through a change in their employment status, are

no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 10 - SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party.

Such meetings shall be between representatives of the Union and representatives of the Employer.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

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

The area staff representative may attend such special conferences.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

1. In order to be a proper matter for grievance procedures, the grievance must be presented within ten (10) working days of the employees' or the Union's knowledge of its occurrence.

2. The Employer will answer, in writing, any written grievance presented to it by the Union.

3. There shall be one original grievance which will be passed on from step to step in the grievance process; 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 or any approved leave.

5. It is recognized that the employee may at his discretion choose to be represented by the Steward or Chapter chairperson at any step in the grievance process.

6. Grievances involving suspension or discharge shall commence at Step 2 in accordance with the discharge and suspension article.

7. All grievances shall be delivered in person at each step of the grievance process and the date of receipt shall be noted in writing on the grievance form.

B. Employee Grievances

Step 1 – Department Head

Any employee having a grievance shall present it to the employer as follows:

a. If an employee feels he has a grievance, he shall discuss the grievance with the Department Head, with the steward present.

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

Step 2 - Human Resources

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

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

Step 3 - City Manager

a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall present the grievance to the City Manager, within ten (10) working days of the signed response from 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 4 – Arbitration

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

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

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

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

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

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

ARTICLE 12 - COMPUTATION OF BACK WAGES

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

ARTICLE 13 - DISCHARGE AND SUSPENSION

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

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

B. **Appeal of Discharge or Suspension**. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, a grievance shall be initiated at Step 2 of the grievance procedure.

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

ARTICLE 14 - PROBATIONARY EMPLOYEES

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

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

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

C. **New Hires**

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

ARTICLE 15 - SENIORITY

A. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority as of his date of hire. There shall be no seniority among probationary employees.

B. Whenever an employee is promoted from another City bargaining unit, he shall carry all accrued seniority with him for the purpose of computing all benefits and privileges not restricted by the terms of this Agreement.

C. For the purpose of this Agreement, divisions are defined as:

Public Works
Water Distribution
Facilities and Maintenance
Water and Wastewater Treatment Plants
Motor Pool

Seniority Lists

A. The Employer will maintain a seniority list, and will provide the Chapter Chairperson with up-to-date copies once a year on July 1st. The Employer will make the list available to the Chapter Chairperson upon request for periodic checks.

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

Seniority of Officers and Stewards

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

Loss of Seniority

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

A. Resigns or retires;

B. Is discharged and the discharge is not reversed by the grievance procedure;

C. Is absent for three (3) consecutive working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section shall not be construed as limiting the Employer's right to discipline for any unjustified absence;

D. Fails to return to work at the specified date following the termination of any leave of absence. Benefit time shall be considered leaves of absence;

E. Fails to return to work without a satisfactory reason when recalled from layoff as set forth in the recall procedure.

F. Is unable to return to work from a Workers Compensation qualifying injury/illness within twelve (12) consecutive months from the qualifying event, except in extenuating circumstances.

Transfers

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

ARTICLE 16 - LAYOFF

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

ARTICLE 17 - JOB ELIMINATION

Prior to any job elimination or consolidation, 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.

ARTICLE 18 - JOB POSTING, BIDDING PROCEDURES

A. Job Posting

1. 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) days of said determination.

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

3. In addition, a copy of the posting shall simultaneously be sent to all departments in the city for posting to notify them of the vacancy and/or newly created position. Employees outside of the bargaining unit may also indicate an interest in the position at that time by completing the appropriate form in the Human Resources Department.

4. 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.

B. Bidding Procedures

1. 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 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.

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

3. During the one-hundred fifty (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, if requested, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

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

ARTICLE 19 - 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:

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.

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

C. Union Business:

1. Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the union. Employees electing this option must substitute accrued leave time off hours and compensatory time at the beginning of the leave for the normal number of hours they work per week until the accrued leave time is exhausted. Once accrued leave time is exhausted, all benefits will be suspended in accordance with the City's *"Policy for Leaves of Absence Without Pay"*.
2. No more than one (1) member of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time. A maximum of five (5) days shall be allowed per fiscal year for such leave. Selected members shall be allowed time off without loss of time or pay to attend.

D. Family Medical Leave Act (FMLA):

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

Substitutions of Paid Leave for FMLA Leave:

All unused accrued leave time with the exception of 240 hours of accrued leave time must be substituted

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

E. Unpaid Leaves of Absence

Upon exhaustion of the twelve weeks allowed under the Family Medical Leave Act, a request for an unpaid leave for up to an additional nine months for the following two reasons may be made. No reasonable request will be denied.

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

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

1. Employees will have to pay the premiums for their health/dental/vision/prescription drug and life insurance after twelve (12) weeks.
2. For leaves for the need to care for a child, spouse, or parent (but not parent-in-law), the employee must use all accrued leave time 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 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 20 - RATES FOR NEW JOBS

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

ARTICLE 21 - JURY DUTY An employee who reports for jury duty will be paid his regular rate of pay for all regular shift hours spent at jury duty. Employees serving on jury duty will turn the check from the Court system over to the City and will not suffer a reduction in pay as the result of time spent at jury duty. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the courts.

ARTICLE 22- WORKING HOURS

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

ARTICLE 23 - TIME AND ONE-HALF COMPENSATORY TIME/DOUBLE TIME

General Provisions

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

Time and One-Half

Time and one-half will be paid as follows:

A. For all hours over eight (8) in one shift or forty (40) hours in one calendar week, with the calendar week defined as Sunday through Saturday.

B. For all hours worked on holidays.

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

Compensatory Time

Employees may take compensatory time off in lieu of overtime pay. Compensatory hours shall be paid at the rate of time and one-half the actual hours of overtime worked. The maximum number of hours an employee may use for compensatory time in any calendar year is ninety (90) (60 hours of overtime).

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.

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

Double Time

Double time (two (2) times an employee's regular pay rate) will be paid for all hours worked in excess of twelve (12) hours within a 24-hour period after starting work.

ARTICLE 24 - WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees to pay for work related injuries without charging benefit time 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 25 - HOLIDAY PROVISION

A. The paid holidays are designated as:

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

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

B. If a holiday falls on Saturday, one (1) day shall be added to the Employee's benefit time bank. If a holiday falls on Sunday, Monday shall be considered as the holiday.

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

Employees will be paid for holidays during their probationary period.

ARTICLE 26 – BENEFIT TIME

A. General Provisions

1. Employees will accrue benefit time as paid time-off from work.
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 will be paid a maximum of 1,100 accrued, unpaid hours of benefit time.
3. Employees will be awarded benefit time, accrued per pay period, according to the Annual Employee Benefit Time Schedule.

Annual Employee Benefit Time Schedule

Years of Service	Benefit Days
0-5 years	20 days / 160 hours
6 years	21 days / 168 hours
7 years	22 days / 176 hours
8 years	23 days / 184 hours
9 years	24 days / 192 hours
10 years	25 days / 200 hours
11 years	26 days / 208 hours
12 years	27 days / 216 hours
13 years	28 days / 224 hours
14 years	29 days / 232 hours
15 years	30 days / 240 hours
16 years	31 days / 248 hours
17 years	32 days / 256 hours
18 years	33 days / 264 hours
19 years	34 days / 272 hours
20 years or more	35 days / 280 hours

4. Employees hired after the signing of this Agreement will be awarded benefit time, accrued per pay period, according to the Annual Employee Benefit Time Schedule for New Employees.

Annual Employee Benefit Time Schedule for New Employees

Years of Service	Benefit Days	Hours/Pay Period
0-5 years	24 days/192 hours	7.39
6 years	26 days/208 hours	8.0
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 240 benefit hours. To exercise this option, the employee must submit a request to Human Resources by the end of March to be implemented and paid by the first pay period in 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:

Duration of Leave	Employee Request	Employer Determination
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 Division 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. 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 normal designated replacement.

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

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 27 – 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 will be required to utilize direct deposit for payroll purposes. The employer reserves the right to distribute Notices of Deposit electronically.

ARTICLE 28 – HEALTH/DENTAL/VISION/PRESCRIPTION DRUG COVERAGE

A. Employer Premium Contribution

1. For plan coverage years beginning on or after July 1, 2013, the Employer shall comply with the annual cost limits by coverage level provisions of Public Act 152 of 2011 (PA 152), excluding vision and dental premiums. For the plan year beginning July 1, 2013, the Employer shall pay no more than $5,692.50/yr. times the number of single policies for health coverage, $11,385/yr. times the number of two-person policies for health coverage and $15,525/yr. times the number of policies for family health coverage.

2. The Employer agrees to pay the premium assessment fee charged by the insurer until June 30, 2014, or until funds received under the federal Early Retiree Reinsurance Program have been exhausted. Once those funds are exhausted, the premium assessment fee and any other fees or taxes that may be levied by the insurance carrier, will be subject to the annual cost limits of PA 152.

3. If in plan coverage years beginning July 1, 2014 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.

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

B. 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 means health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer. For purposes of this Article, health coverage" refers to health, hospitalization and prescription drug coverage only.

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

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

The Employer agrees to offer a Core plan of benefits as outlined in Appendix C. 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. 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 aggregated 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 aggregated monthly premium rates (subject to the applicable caps set forth by PA 152 as amended). 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 aggregated 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 aggregated monthly premium rates (subject to the applicable caps set forth by PA 152 as amended). 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 regulations 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 and co-pays of the purchased plan and the deductible and co-pays of the Core Plan outlined in Appendix C. Under the proposed plan for coverage year beginning July 1, 2013, there will be no required employee contribution towards the premium for the Core and Buy-down options. For subsequent contract years, 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 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. Employees who retire at age 55 or older with a full MERS retirement, will be given the option to participate, at their own expense, in the Employer's insurance coverage.

The City will contribute $225.00 of the premium cost per month for employees who retire at age 55 or older with 80 points (age plus years of service) toward their health and hospitalization insurance and prescription drug coverage until age 65. This contribution of up to $225.00 can be used for payment of premiums to other health insurance carriers if the City is supplied proof of the insurance premium payment by the retired employee.

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.

Employees who are hired after the signing of this Agreement are not eligible for City retiree health coverage or any Employer contribution upon retirement.

E. Coverage Opt-Out

1. Employees who would be considered eligible employees but are covered by their spouse's insurance program may elect not to participate in Employer insurance coverage during the annual enrollment period. Cash in lieu of benefit payments shall be paid to employees who are eligible in the 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 (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 aggregated 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.

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 liabilities. 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 29 - LIFE INSURANCE COVERAGE

A. The Employer agrees to pay the full premium for a life insurance plan for each employee, $35,000 while employed.

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

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

ARTICLE 30 - 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 31 – LONG TERM DISABILITY INSURANCE

The Employer agrees to pay the full premium for long term disability insurance coverage for employees.

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 32 - CLASSIFICATIONS AND RATES

A. Rates
See Wage Schedule - Appendix "A".

B. Shift Differential
A shift differential of one dollar ($1.00) per hour will be paid for all shifts except regular scheduled day shifts.

C. On-Call Compensation Pay
All Supervisors required to be On-Call at times other than their regularly scheduled shifts will be compensated at their base hourly wage as follows:

1. For scheduled On-Call occurring Monday through Thursday, one hour per day; except if the day is a holiday, two hours per day.
2. For scheduled On-Call occurring Friday, two hours.
3. For scheduled On-Call occurring Saturday and/or Sunday, five hours per day.

ARTICLE 33 - COST OF LIVING ADJUSTMENT

A. COLA shall remain frozen and Article 33.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 34 – LONGEVITY

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

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

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

C. Employees receiving Workers' Compensation during a calendar year shall receive prorated longevity. Employees must have worked a minimum of 1,040 hours during the calendar year to be eligible for prorated longevity pay.

ARTICLE 35 - CLOTHING ALLOWANCE

Supervisors shall be required to wear a City approved uniform while on duty except in emergency call out situations where wearing a uniform would delay City response. A committee of the unions shall meet to select appropriate uniforms, which the City shall have the right to approve.

Effective October 1, 2013, Employees will be provided with a taxable uniform allowance of up to $345, inclusive of embroidery costs as of October 1 of each year. The City will continue to provide laundered coveralls for unit members.

ARTICLE 36 - 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 37 - PENSIONS

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

B-4/V10 of the M.E.R.S. plan with F55 – 25 years of service, FAC-3 rider.
5% employee contribution and E2.

B. For employees promoted or transferred into the bargaining unit and not covered by a Letter of Understanding, a maximum of 840 hours of accrued, unpaid leave time may be counted toward their FAC (3) compensation.

C. All employees hired after the signing of the Agreement will be placed in a division linked to division 11 of the MERS Defined Benefit Plan with the following benefits:

1. Plan B-3, F55-25, FAC 3, and E-2 with a 5% 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.

ARTICLE 38 - WORK-RELATED EDUCATIONAL OPPORTUNITIES

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

ARTICLE 39 - SAFETY GLASSES

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

ARTICLE 40 - SAFETY COMMITTEE

The parties understand and agree that the Public Works Bargaining Unit currently has contract language providing for a Safety Committee. It is further understood that the members of the Supervisor's Bargaining Unit will participate in said Safety Committee meetings on an on-call or as needed basis. However, a supervisor's bargaining unit member may direct areas of safety concerns to the committee at any time.

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

ARTICLE 41 - MISCELLANEOUS BENEFITS

A. Employees shall be allowed to utilize City facilities for washing, detailing and light maintenance (excluding fluid system and any under vehicle repairs) of the employee's personal vehicles. Exceptions for emergency repairs may be made by the Employer.

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

C. Supervisors will be granted the use of a City vehicle for:
Travel to and from their place of residence and the workplace to facilitate specific job assignments and decrease response time to emergency calls.

If a Supervisor is scheduled for more than one day off, their City owned vehicle shall remain in a designated City parking lot (normally the Municipal Service Center), unless otherwise approved.

Employee use of City vehicles is subject to Policy Number 258-002 implemented by the City. The City may amend or supplement the policy to meet IRS record-keeping and taxation requirements.

ARTICLE 42 - JOB DESCRIPTIONS

Job descriptions will be reviewed and updated periodically. The Employer agrees to provide a copy of all job descriptions to the Chapter Chairperson.

ARTICLE 43 - PERSONNEL FILES/PERSONAL INFORMATION

Personnel Files

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

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes.
A supervisor may place such notes in the employee's personnel file only if the employee has been given a copy of such notes. However, supervisory notes not kept in the employee's personnel file shall not be used in any personnel transaction of disciplinary action against the employee.

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

Personal information

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

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

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

ARTICLE 44 - 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 45 - WAIVER CLAUSE

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

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

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

ARTICLE 46 - SUCCESSOR CLAUSE

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

ARTICLE 47 - DISTRIBUTION OF AGREEMENT

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

ARTICLE 48 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until September 30, 2017.

A. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same.

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

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

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

E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855; if to the Employer, addressed in c/o City Manager, City Hall, 300 W. Baraga Avenue, Marquette, Michigan 49855; or to any such address the Union or Employer may make available to each other.

This Agreement shall become effective as of July 1, 2013.

Johnny DePetro, Mayor Date 7-22-13

John Thomas Date
Staff Representative
council 25 steward 7-19-13

David J. Bleau, City Clerk Date 7/22/13

David Contois Date 7/12/13
Chapter Chairperson

Attachments:
Letter of Understanding 2013/2017
Appendix A – Supervisors' Wage Schedule
Appendix B – Commercial Drivers License (CDL) Substance Abuse Program
Appendix C – Health Insurance Coverage

LETTER OF UNDERSTANDING-2013/2017 CONTRACT

RE: Labor Agreement Entered into of the 1st day of July 2013, Between the Marquette City Commission (the "Employer") and the Supervisory Employees Chapter of Local #1852, AFSCME, AFL-CIO (the "Union").

The parties hereto mutually agree as follows:

1. Articles 6 and 8. The parties agree that some or all of the provisions of Articles 6 and 8 are unenforceable in light of P.A. 349 of 2012 and their inclusion in the current contract does not imply the Employer's acquiescence. To the extent that any provisions are determined to be unenforceable, they shall be deemed null and void. The parties will meet in an effort to agree on language that complies with P.A. 349 and protects the interests of the Employer and the Union.

Any agreement reached by the parties will be memorialized in a separate Letter of Agreement that will amend the current language in Articles 6 (Union Security) and 8 (Representation Fee).

2. Letter of Understanding-Benefit Time Payments. This LOU amended Article 25- A (4) to include a one-time pre-retirement option for converting accrued benefit time to cash (up to 260 hours). This agreement was to continue until all the Supervisors listed in the LOU had retired or terminated employment. The parties hereby agree to update the LOU to add the names of Larry Linna and Mark O'Neill to the list of employees covered by the LOU and to remove the name of Dave Miller, who is no longer employed with the City. This revised LOU will supersede the existing LOU signed by the parties on November 23, 2010.

3. All matters in this Letter of Understanding are implemented for 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.

This Agreement shall become effective as of July 1, 2013.

EMPLOYER

Johnny DePetro, Mayor Date 7-22-13

David J. Bleau, City Clerk Date 7/22/13

UNION

John Thomas Staff Rep 7-19-13
Staff Representative Date

David Contois 7/12/13
Chapter Chairperson Date

Appendix "A"

SUPERVISORS WAGE SCHEDULE

POSITION	7/1/13*	10/1/13 2.0%	10/1/14 2.0%	10/1/15 2.0%	10/1/16 1.75%
1. Supervisor, Water Treatment Plant	$26.47	$27.00	$27.54	$28.09	$28.58
2. Supervisor, Facilities & Maintenance	$26.47	$27.00	$27.54	$28.09	$28.58
3. Supervisor, Wastewater Treatment Plant	$26.47	$27.00	$27.54	$28.09	$28.58
4. Supervisor, Water Distribution	$26.47	$27.00	$$27.54	$28.09	$28.58
5. Supervisor, Sewer Maintenance	$26.47	$27.00	$27.54	$28.09	$28.58
6. Supervisor, Street Maintenance	$26.47	$27.00	$27.54	$28.09	$28.58
7. Supervisor, Equipment Maintenance	$26.47	$27.00	$27.54	$28.09	$28.58
8. Supervisor, Arborist/Sexton	$26.47	$27.00	$27.54	$28.09	$28.58

* The July 1, 2013 rates reflect the incorporation of $0.50/hour rolled into base wages in lieu of annual lump sum certificate pay. Certificate pay removed from Agreement and certificate requirements are to be incorporated into job descriptions.

A one-time $250 payment per bargaining unit member will be paid for adjustment to the new fiscal year upon signing of this Agreement.

APPENDIX B
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 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 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 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 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
BENEFIT TIME PAYMENTS

RE: Labor Agreement Entered into as of the 1st day of July 2013, Between the Marquette City Commission (the "Employer") and the Supervisory Employees Chapter of Local #1852, AFSCME, AFL-CIO (the "Union").

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

1. Article 26 – Benefit Time: Effective July 1, 2013, Paragraph 5 of Section A. (General Provisions) is amended to read:

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 240 benefit hours. To exercise this option, the employee must submit a request to Human Resources by the end of the March, to be implemented and paid by the first pay period in October. Once submitted, the employee will not be able to increase the request to a higher percentage for the said year.*

a. *Pre-Retirement Option: The following employees are eligible for a pre-retirement benefit time payment option:*

Employee	Accrued Benefit Hours as of 7/23/10	Hire Date	Earliest Projected Retirement Eligibility Date	MERS Maximum Benefit Hours Accrual
Albert, P.	1023.4247	2/1/88	12/28/17	840
Contois, D.	1101.5342	9/1/81	12/16/10	840
Hopper, L.	901.9679	5/11/98	10/30/21	840
Linna, L.	871.8048	6/12/89	06/12/14	840
MacDonald, J.	1021.0360	7/1/84	06/15/12	840
O'Neill, M.	794.0766	09/15/93	08/17/23	840
Trembath, M.	677.7901	8/30/93	03/14/15	840

b. *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 three-year pre-retirement benefit time payment option is to allow the eligible employee to include such amounts toward "final average compensation" for pension purposes.*

c. *To exercise the option in this Article 26. A. 5(a-d), 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 840 hours and their estimated accrued balance at retirement that exceeds 840 hours (up to a maximum of 260 hours). The pre-*

LETTER OF AGREEMENT

2013/2017 CONTRACT

RE: Labor Agreement entered into as of the 1st day of July 2013, Between the Marquette City Commission (the "Employer") and the Supervisory Employees Chapter of Local #1852, AFSCME, AFL-CIO (the "Union").

The parties mutually agree as follows to amend Article 6-Union Security (Agency Shop), Article 7-Dues Check-Off, and Article 8-Representation Fee Check-Off, of the Supervisory Employees Labor Agreement dated 2013/2017:

1. The parties understand that the provisions of Articles 6, 7 and 8 may be unenforceable in light of P.A. 349 of 2012 and their inclusion in the current collective bargaining agreement does not imply the Employer's acquiescence. In the event any of these provisions are determined to be unenforceable, they shall be deemed null and void.

2. In accordance with P.A. 349, union membership and the payment of dues and fees is voluntary and shall not be considered a condition of employment.

3. In the event P.A. 349 of 2012 is found to be unenforceable for any reason, the parties shall revert to the language contained in Articles 6, 7, and 8. In any event, the Employer continues to agree to the provisions of these Articles in as much as they are permissible under current law.

Dated this 22 day of July, 2013

FOR THE UNION;

Dave Contois, Chapter Chair

John Thomas, Staff Representative

FOR THE EMPLOYER:

Johnny DePetro, Mayor

David J. Bleau, City Clerk