

AGREEMENT BETWEEN
THE CITY OF ALBION, MICHIGAN
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

October 1, 2017 –December 31, 2020

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AGREEMENT

THIS AGREEMENT made and entered into at Albion, Michigan, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and LOCAL 1248, COUNCIL #25 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL--CIO, hereinafter referred to, individually or collectively, as the UNION, is effective October 1, 2017 through December 31, 2020.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, The UNION, and the citizens of Albion, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY'S ability to continue to provide proper services to the community, the CITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement. The CITY and the UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political beliefs or UNION activities.

ARTICLE II

UNION RIGHTS

Section 1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the CITY recognizes the UNION as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time employees employed within the CITY in the following Divisions, each of which is a separate division within the Department of Public Services: Division I– Department of Public Works includes the following units: Cemetery, Parks and Streets. Division II – Department of Utilities includes the following units: Sewage Treatment Plant, Sewer System, and the Water System. Excluded from coverage under this contract are employees who are members of another bargaining unit, clerical and office employees and department heads and management personnel (Hereafter where the word "employee" is used, it means regular employees covered by this agreement unless otherwise so designated.)

(a) Seasonal or temporary employees shall be defined as an employee who is hired for a period of less than five (5) months, the need for which can be anticipated as likely to reoccur.

Section 2. Exclusive Bargaining. The CITY agrees not to negotiate for the duration of this Agreement with any other labor organization other than the UNION designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a

grievance and having it adjusted without intervention of the UNION, if adjustment is not inconsistent with the terms of this Agreement. The UNION has a right to be present at such adjustment and the settlement shall not prevent the UNION from processing similar grievances without such individual settlement establishing any precedent for the settlement of such grievances.

Section 3. UNION Security. In accordance with PA 349 of 2012:

A. Employees who are members of the Union may voluntarily elect to have the employer deduct Union dues and/or fees from their pay through payroll deduction. The Employer agrees to make deductions uniformly in each pay period for those employees who have voluntarily elected to have the Employer make such deductions and who have executed a form prepared by the Employer. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees who have elected to have such deductions made shall be remitted together with an itemized statement to the Financial Officer of the Union. The employee may revoke the authorization at any time by filling out a revocation form prepared by the Employer.

B. Employees of the bargaining unit that are represented by the UNION shall be determined to be in compliance with this UNION security clause if they are not more than sixty (60) days in arrears in payments of membership dues or the sum equivalent to membership dues as a charge for representation services.

C. The Employer shall be notified in writing by the UNION of any employees in the bargaining unit that are represented by the UNION who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.

D. With regard to the above Section 3.A., the Union hereby agrees to hold the Employer harmless from any and all liability that may arise in consequence of the

application of the section. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two weeks of the actual or alleged over-payment. In cases where Union dues and/or fees are deducted in error and are sent to the Union, the Union shall promptly refund any monies owed the employee upon presentation of proper evidence. Such presentation shall be made within two weeks of the receipt of the check in which overpayment occurred.

E. If PA 349 of 2012 is found to be invalid by a Court with jurisdiction, or is repealed or superseded in any way in which it becomes legal to bargain union membership or representation (agency) fee payment is permitted to be a condition of employment, Article 4 of the January 1, 2011 – December 31, 2013 collective bargaining agreement shall be reinstated and full and take effect.

Section 4. Dues Check-Off and P.E.O.P.L.E. Check-Off. The CITY agrees to deduct UNION initiation fees and periodic membership dues levied by the UNION in accordance with its Constitution and By-Laws, or the alternate service fee, from the pay of any employee who has signed and delivered to the CITY a written authorization for such deduction on the standard form used by the UNION. The City also agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union.

A. The UNION shall furnish and deliver to the CITY, the authorization forms provided for above, which forms shall comply with the requirements of any State or Federal law applicable hereto.

B. Any authorization form which is incomplete or in error will be returned to the UNION, and no check-off shall be made by the CITY until such deficiency is corrected.

C. Any dispute as to whether or not an employee properly executed or properly revoked a check-off authorization form shall be reviewed between representatives of the CITY and the UNION. Should this review not satisfactorily dispose of the matter, it may be referred, by the UNION or the CITY, to Step Three of the grievance procedure hereinafter provided.

D. The check-off forms will be signed and otherwise completed outside regular working hours.

A monthly check-off deduction for each employee who has authorized such a deduction will be withheld from each such employee's check if he has sufficient net pay to cover his/her obligations to the UNION for that month (as defined in Section I above).

1. The check-off shall cover only such amounts due by the employee to the UNION for the month in which the check-off is made.

2. If a deduction is made by the CITY which duplicates a payment already made direct to the UNION by an employee, or if a deduction is made which is not in conformity with the UNION Constitution and/or By-Laws, the refund to the employee will be made by the UNION.

All sums deducted pursuant to the provisions of this Article shall be remitted to the UNION at the end of each calendar month along with a listing of deductions by employee.

3. Together with its remittance, the CITY shall submit a list of the employees for whom deductions have been made and the amount of each such deduction per employee.

4. If the UNION does not give the CITY written notice within thirty (30) days of receipt of a remittance, that any discrepancy exists between such remittance and the remittance shown due by the UNION's records, then the CITY's remittance shall be deemed correct.

Section 5. Indemnity Provision. The UNION agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of any nature arising out of its deduction from an employee's pay of UNION dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The UNION assumes full responsibility for the disposition of the deductions so made once they have been deposited with the UNION.

Section 6. UNION Activity. The UNION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activity during working hours.

Section 7. UNION Committee. The CITY agrees to recognize a UNION Committee consisting of three (3) stewards or alternate representatives and the Local UNION President and such representatives of the Council and/or the International as the UNION deems necessary. The CITY agrees to meet with up to three (3) members of the local Union Committee for the purpose of collective bargaining and a member of AFSCME Council 25 and with all or a portion of the UNION Committee for special conferences and the processing of grievances as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily

lost from their regularly scheduled working hours, provided that such meeting has been scheduled by the UNION and the CITY.

Section 8. UNION Stewards. The employees covered by this Agreement shall have steward representation as follows:

One (1) steward Cemetery, Parks

One (1) steward Sewer, Water, Sewage Treatment Plant

One (1) steward Streets

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is absent.

The local UNION President shall also serve as the Chief Steward.

The UNION shall keep the CITY'S Director of Public Services currently advised, in writing, of the stewards and alternate stewards and of the divisions for which each serves as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the Local UNION.

Section 9. Bulletin Boards. The CITY agrees to provide a bulletin board in the Department for the sole use of the UNION to post notices of its meetings, elections, and recreational or entertainment activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE III

MANAGEMENT RIGHTS

The UNION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Department of Public Services and its employees are vested solely

and exclusively in the CITY. Whatever is not covered by this Agreement shall then be covered by the City of Albion's Employee Policies and Procedures handbook. The CITY shall have the right to discharge and discipline employees, with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement.

Nothing contained herein shall be considered to deny or restrict the CITY of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the CITY.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operations of the CITY and the direction of the employees are vested exclusively in the City Manager or his/her designated representatives when so delegated by the City Manager.

The CITY reserves the right to subcontract any bargaining unit work it deems appropriate and is in the best interest of the citizens of the CITY, so long as no employee in the bargaining unit is thereby denied his/her regular hours of work.

ARTICLE IV

NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment or work, concerted use of paid leave time, restriction of work. The CITY agrees that it will not lockout the employees.

The UNION agrees that it (and its members) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, restrictions of work or interference with the operations of the CITY by notifying the employees and the public in writing that it disavows these acts. The UNION further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such discipline shall not be subject to the Grievance Procedure. The only issue subject to the Grievance Procedure is whether or not an employee participated or engaged in such prohibited conduct.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definitions

A. GRIEVANCE - A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall adequately set forth the facts pertaining to such alleged violations. It shall be void if it fails in one of the foregoing respects. If an error occurs in the drafting of a grievance, the Steward will be given until the end of the next working day an opportunity to resubmit a corrected grievance.

B. WORKING DAY – For this Agreement when references are made to time periods in days, it shall mean a working day which shall be Monday – Friday, 8 A.M. to 5 P.M. except for holidays.

Section 2. Verbal Procedure. An employee may first discuss a grievance with his/her Superintendent and he/she may request to have his/her steward present, in which event the Superintendent shall arrange a time and place and/or arrange for the alternate steward to be present if the regular steward is absent.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the third (3rd) working day following the last day of discussion of the grievance. The settlement shall be signed by the Superintendent, and a copy of the settlement shall be given to the employee and to the appropriate steward.

If the grievance is denied, it must be continued according to the written procedure set forth in Section 3 et seq.

Section 3. Written Procedure.

Step One. If the grievance is not settled through the verbal procedure in Section 2, it shall be reduced to writing in accordance with Section 1 above, shall state the date it was denied by the Superintendent in the verbal procedure, shall be signed by the employee, his/her steward and presented to the employee's Superintendent, provided that such must be done no later than the end of the fifth (5th) working day following denial of the grievance in the verbal procedure, failing which, as above provided, it will be deemed to have been withdrawn without prejudice.. The UNION's Step One written grievance shall include a statement of the UNION's position and judgment in the matter, and reference to the paragraph(s) of the contract relied upon in reaching such position.

The Deputy Director shall render his/her written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of his/her receipt of the grievance, and he/she shall give a copy of his/her disposition to the employee's steward, or, in the regular steward's absence, to his/her alternate, who

shall endorse the Deputy Director's copy to indicate receipt and date thereof by the UNION of such disposition.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Local UNION President, who shall submit it to the Director of Public Services, no later than the end of the fifth (5th) working day following the date of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed withdrawn without prejudice.

After investigation of the grievance, and discussion of it with the Local UNION President, if the President so requests, but in any event, no later than the end of the fifth (5th) working day following receipt of the grievance, the Director of Public Services shall give his/her written disposition of the grievance to the Local UNION President who shall endorse the Director's copy to indicate receipt and date thereof of such disposition.

The employer's Step Two answer shall include a statement of the employer's position and judgment in the matter, and reference to the paragraph(s), of the contract relied upon in reaching such a disposition.

Step Three. If the grievance disposition given in Step Two is not considered satisfactory, the grievance may be filed in Step Three by the Local UNION President who shall submit it to the City Manager. If the grievance is not so submitted in Step Three by the end of the tenth (10th) working day following its disposition in Step Two, it shall be deemed to have been withdrawn without prejudice.

As promptly as possible after filing of a grievance in Step Three, but no later than ten (10) working days after it is so filed, it shall be considered by the City Manager or his/her designated representative (who may have a meeting with the

UNION and have present the Deputy Director involved and/or the Director of Public Services). The UNION will be represented by the UNION President or his/her designated representative, the involved division steward and/or at the UNION's discretion, the UNION staff representative.

A written disposition of the grievance shall be given by the City Manager to the Local UNION President no later than the end of the tenth (10th) working day following such meeting. This answer shall include a statement of the CITY's position and judgment in the matter and reference to the paragraph(s) of the contract relied upon in reaching such disposition.

Step Four. If the grievance disposition submitted to the UNION in Step Three is unsatisfactory, and the UNION desires to go to arbitration, it may do so provided it makes a written request to City within fifteen (15) working days after receipt of the Step Three answer. Within thirty (30) working days of receipt of such notice of intent to arbitrate, the parties shall attempt to select an Arbitrator on an ad hoc basis. In the event the parties are unable to mutually agree upon an Arbitrator, the moving party shall then make a written request within fifteen (15) working days of said event, to the Michigan Employment Relations Commission (MERC) to submit a panel of arbitrators from which one may be chosen in accordance with their rules. The following rules shall apply:

A. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

B. Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Supplemental Agreement. The Arbitrator shall have no power to establish wage schedules or rates or to change any rate unless it is provided for in this agreement.

C. Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided, however, that such facts or material must have been discussed at some point in the grievance procedure preceding this step.

D. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.

E. The charges of the arbitrator for his/her fee and expense shall be shared equally by the CITY and the UNION.

F. The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.

G. The arbitrator's decision shall be final and binding upon the parties.

Section 4. Grievance Procedure - General. It is understood and agreed that any grievance settlement arrived at hereunder, between the CITY and the UNION, is binding upon both parties and cannot be changed by any individual employee.

If the CITY's representation in Step One, in Step Two, or in the meeting in Step Three, fails to answer a grievance within any time limit set forth for him/her herein, the grievance shall be automatically advanced to the next step.

For working time necessarily spent in investigating a grievance or in discussing such a grievance with a representative (or representatives) of the CITY, a steward (in his/her capacity as such or as a member of the Employee's Committee) shall be paid at his/her regular straight-time rate, for those hours during which he/she would otherwise have been at work for the CITY. Such investigation or discussion shall be performed without undue loss of working time. In no event shall any such UNION representative leave his/her work for such purpose before first notifying and obtaining approval of his/her Superintendent or turning his/her work over to a replacement who

shall be provided by the Superintendent as promptly as is practical under the circumstances. In the absence of the Superintendent, prior approval must be obtained from the Director of Public Services. Such approval will not be unreasonably denied.

It is agreed that any grievance must be filed as soon as it is known to exist or might reasonably have been known to exist, but not later than five (5) working days after the occurrence of the event upon which it is based, and that, in any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in accordance with the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him/her from employment, self-employment, or unemployment compensation.

Section 5. Outstanding Grievances. All outstanding grievances are settled at the last response from the CITY.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1. City Rights. A representative of the CITY may discipline an employee for just cause, as outlined in the Disciplinary Policy, most recently adopted, or suspend an employee pending an investigation to determine whether disciplinary action may be warranted and, if so, the extent of the disciplinary action. The CITY agrees not to take into consideration or otherwise use the employee's past record of Section 1 violations which occurred thirty-six 36 months prior to the incident being considered for discipline, and/or to determine the penalty for the incident under consideration. Section 2 violations will be considered as outlined in the Disciplinary Policy. The CITY shall

investigate and review the need for disciplinary action in a timely and expedient manner. The CITY shall issue discipline within thirty (30) calendar days from the date that the CITY (Director of Public Services and/or Deputy Director of Public Services, City Manager) had knowledge of the incident.

Section 2. Just Cause. After completion of the orientation period, no employee shall be suspended or discharged without just cause.

Section 3. Grievance Rights. In the event an employee in the Bargaining Unit is suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

Section 4. Reinstatement. If it is decided that the employee was unjustly suspended or discharged, the CITY shall reinstate such employee and pay whatever compensation to the employee, as is decided is fair under the grievance procedure. Said compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 5. Personnel File. The employee shall have the right to review his/her attendance record and the record of disciplinary action in his/her personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry before its introduction into his/her file.

Section 6. Union Representation. If an employee is under consideration of or is to be disciplined, the Supervisor will inform the employee and his/her designated steward of this and offer the employee the opportunity to have a steward present during the meeting. If the employee refuses a steward, he/she will so state in a signed, written statement, a copy of which shall be submitted to the appropriate steward. In such case,

the CITY agrees to inform the employee's steward of the outcome in writing. The employer agrees any discipline or investigation of possible discipline shall be conducted in a confidential manner so as not to expose the employee to other employees or the general public except for the UNION Representative.

ARTICLE VII

SENIORITY

Section 1. Seniority Defined. Seniority is defined as an employee's length of continuous, full-time employment with the CITY since his/her last date of hire, where the employee has successfully completed his/her orientation period as hereinafter provided. "Last date of hire" means the date upon which an employee first reported as a regular full-time employee since which he/she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds.

A. Leaves of absence without pay in excess of thirty (30) calendar days shall cause the employee's seniority to be frozen at that point in time.

Section 2. Orientation Period. All new employees shall be orientation (probationary) employees until they have actually worked for the CITY for six (6) consecutive calendar months of continuous employment. The purpose of the orientation period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the orientation period, the employee has no seniority status and may be terminated in the sole discretion of the CITY without regard to his/her relative length of service, and

without recourse to the grievance procedure. During the orientation period for new hires, the employee may be evaluated and counseled at any time, with a minimum of two (2) times - once after three (3) months and again after five (5) months. After completion of the six (6) month orientation period, the employer shall have thirty (30) working days to complete a final written evaluation of the employee. This evaluation report shall conclude that the employee has successfully completed the orientation period or shall conclude that the employee is to be terminated. Upon the successful conclusion of his/her orientation period, the employee's name shall be added to the seniority list as of his/her last date of hire.

Orientation employees, in accord with CITY policy, are entitled to health and life insurance benefits, subject to the terms of the insurance carriers. An orientation employee shall receive credits toward his/her vacation; sick leave and longevity pay during his/her orientation period which vests only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

If an employee is laid off during his/her orientation period and is returned to work by the CITY and works at least one (1) calendar month, he/she shall be credited with such period of work towards completion of his/her orientation period. If he/she completes a total of six (6) months of work within a one (1) year period, he/she is deemed to have completed his/her orientation period.

The CITY has no obligation to re-employ an employee who is laid off or discharged during his/her orientation period.

Section 3. Job Transfer. If an employee is transferred to a position with the CITY which is not included in the unit covered hereby and he/she is thereafter transferred again to a position within such unit, he/she is deemed to have accumulated seniority while working in the position for up to six (6) months to which he/she was

transferred. If the employee remains in the position beyond six (6) months, his/her seniority shall be frozen. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 4. Seniority List. The CITY will maintain an up-to-date seniority list of employees. The seniority list shall show the original bargaining unit CITY seniority date and the date the employee first worked in their current unit of either the Division of Public Works or the Division of Utilities. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their orientation periods shall be listed on the seniority list in order of the last date of hire, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their position on the seniority list shall be determined by the higher number of the last four (4) digits in their Social Security number.

Section 5. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event the employee is:

- A. discharged for just cause, or
- B. retires under the CITY's Retirement Plan, or
- C. quits, or
- D. is laid off for a period of one (1) year, or
- E. is on sick leave of absence for a period of one (1) year unless, prior to the

expiration of such one (1) year period the employee shall have applied for and have been granted an extension of his/her sick leave (or, thereafter, an even further extension) in which case he/she shall not lose seniority until the expiration of his/her last extension of leave or a total of two (2) years on sick leave, whichever shall first occur, or

F. accepts employment elsewhere while on leave of absence (other than military service or UNION business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or

G. fails to report for work at his/her designated starting time on his/her first work day after expiration of a leave of absence, or

H. fails to report for work upon being recalled from a layoff within three (3) working days after he/she is notified to do so by certified or registered mail sent to his/her address on record with the CITY, or

I. absence from work without permission, for three (3) successive scheduled workdays.

Employee shall lose seniority within a division should the employee bid into or during layoff, bump into another division.

Section 6. Exceptions to the above General Rules. An employee whose name is removed from the seniority list for any of the reasons "(b) through (i)" above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situations G, H, or I, and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reasons beyond his/her control, he/she may retain his/her seniority if he/she has notified the Director of Public Services or the superintendent of his/her department of such reasons by certified or registered mail before the expiration of his/her leave in the case of (g) or before the expiration of the three (3) day period in the case of (h) or before the end of his/her scheduled shift on the third (3rd) working day in the case of I.

It is recognized that the CITY may require substantiation of the reason given by an employee under which he/she claims an exception as above. If the reason is not substantiated upon such request to the satisfaction of the CITY, and the CITY

determines that the employee's loss of seniority shall stand, the employee may appeal the CITY's determination to grievance procedure hereinafter provided.

Section 7. Applications.

A. In awarding bids for a posted vacancy the Employer shall award the most senior qualified person within the individual units of either the Division of Public Works or Division of Utilities.

Should there be no bidders within the unit of the posted division (Division of Public Works or Division of Utilities), then qualified employees in the other units under the respective Divisions shall be given the next consideration, based on their seniority within their current Division.

Should there be no bidders within either the Division of Public Works or the Division of Utilities, then qualified employees in other departments shall be given the next consideration using their city wide seniority. In the event the senior employee is not given preference, he/she shall be given the written reason therefore. If the employee disagrees, it will be subject to the grievance procedure.

B. Seniority shall be used as outlined in Article VIII for Layoff and Recalls. In promotions to higher paid classifications, seniority shall be one consideration for receiving the position. When an employee requests a lateral transfer between divisions in the same classification, only CITY-wide seniority shall be used when there are no other bidders within the division.

C. **Application of Division Seniority.**

Divisional Seniority shall determine the order of picking vacation time and who receives a lateral transfer, promotion, or demotion in bidding for a divisional position.

Should a job be discontinued in a Division, the least senior employee in that classification in that Division shall be displaced and exercise his/her seniority or be laid off.

Section 8. Super Seniority. Notwithstanding their position on the seniority list, the President of the Local UNION, in the event of a lay-off shall be continued at work so long as there is a job in the bargaining unit for which he/she has the ability to perform.

Notwithstanding their position on the seniority list, during the period of their appointment, division stewards, in the event of a lay-off, shall be continued at work so long as there is a job in their division for which they have the ability to perform, and shall be recalled to work following a lay-off on the first open job for which they have the ability to perform. It is understood and agreed that division stewards shall be retained in the division and on the shift they occupied at the time of and for the duration of their appointment unless it is necessary to have the functions performed by their classification performed on another shift and/or division and there are no other employees available who can perform such functions on such other shift and/or division.

Section 9. Division Seniority. Seniority is given first consideration based on the most recent date of hire within the respective Divisions under Public Services (Division of Public Works or Division of Utilities). Seniority between the two Divisions, or any unit, under Public Services does not transfer. Should the employee seek to return to their prior position or apply for a new position with the previous Division, the Division and Unit Seniority are foregone after the ninety (90) work day probationary period.

ARTICLE VIII

LAYOFF AND RECALL

Section 1. Layoff. Employees shall be laid off according to the following procedures. Orientation employees shall be laid off first in the affected classification within a division. Thereafter, employees shall be laid off in reverse order of seniority in the affected classification within the division.

Seniority employees laid off as provided above may bump by the following procedure. The employee may bump the less senior employee in an equal or lower classification within their division; however, if there are no employees in the division in an equal classification the employee can bump, he/she will be allowed to bump into other divisions if he/she has the seniority to do so before bumping to a lower classification. In exercising bumping rights, an employee shall be deemed to be qualified if after a ten (10) working-day training period, he/she can satisfactorily perform the required work as determined by the City.

Employees who are to be laid off will be given as much advance notice of lay-off as possible under the circumstances. In the event of an extended (i.e., 2 weeks or more) layoff of an employee, the CITY will give a minimum of seven (7) days advance notice.

Section 2. Recall. Employees will be recalled by seniority, providing the employee can perform the available work within a ten (10) work-day training period as determined by the City.

A. Community service workers, government program workers, temporary and seasonal employees can be used except during the time of lay-off or while members of the bargaining unit are working reduced hours.

In addition, community service workers, government program workers, temporary and seasonal employees will not be used if the ALBION AFSCME bargaining unit is in layoff status.

For the purpose of this section, a reduction in force due to the loss of an employee for the following reasons - promotion out of the bargaining unit, death of an employee, an employee quits his/her job, is removed for cause, retires, etc., - will NOT put this CITY or the UNION into a layoff condition relative to this provision of the contract.

B. The CITY shall not use permanent part-time employees to perform the normal work activities of bargaining unit members.

ARTICLE IX

PROMOTIONS AND ASSIGNMENT

Section 1. New Jobs and Classification Modification. If, during the life of this Agreement, a new job classification is created, or an existing job classification is significantly modified or new tasks are added, the CITY shall establish the job duties and rate of pay range applicable thereto and shall promptly notify the UNION of its decision.

The classification and rate so assigned by the CITY shall become permanent at the end of twenty (20) working days after such notice is given to the Local UNION President unless the UNION protests the rate. If the UNION believes the rate set for the job is out of line in relation to the job classifications and rate ranges covered by this Agreement, the Local UNION President shall request in writing, within ten (10) working days after the UNION has been notified of the rate assigned by the CITY, that a

meeting be held between the President, the relevant steward and the Director of Public Services for the purpose of negotiating the rate for the job.

If the President so requests such discussions, the Local UNION President, the relevant steward and the Director of Public Services shall all expend their best efforts to conclude such discussions in a mutually satisfactory manner within five (5) working days following the President's request. If they are unable to do so within such period, the matter shall be referred to Step Three of the grievance procedure.

If the rate of pay on such a new or modified job, either through informal discussion or the grievance procedure, is settled higher than the rate which the CITY originally assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the CITY and the UNION.

The UNION accepts the most recently adopted job descriptions as presented by the CITY.

Section 2. Job Posting. A position within a division will be considered vacant when it is a newly created permanent job position or when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that it is to be filled, it shall be posted in both the two Division of Public Works and the Division of Public Utilities, and any units hereof, for a period of five (5) full working days. Such posting shall contain the division in which the vacancy occurs, the job classification, wage rate and shift.

During the period of the posting of a job, an employee may bid for it by making proper application in the CITY's Personnel Department for the vacant position. The CITY shall notify the President of Local 1248 in writing if the CITY decides not to fill

the position. This notice shall be given within twenty (20) working days of the first day of the vacancy.

Section 3. Promotions. When and if the CITY creates a permanent new job classification or a present position becomes vacant, the CITY shall establish responsibilities thereof, set the qualifications and rate of pay therefor and advise the UNION.

Bidders in the particular units of the Department of Public Services in which the job is open shall first be considered by the CITY, based on the following criteria:

- A. Ability to perform the work as required;
- B. Previous work record which includes good attendance and work performance;
- C. Physical ability to perform the required work with no restrictions.

The CITY shall select the most senior employee who satisfactorily fulfills all of the above requirements. The procedure shall conform to Article VII Seniority, Section 7 Application, subject to the grievance process.

After an employee's successful transfer to a job for which he/she has bid, he/she shall be ineligible to bid for another posted job until he/she has served on the job obtained by bidding for six (6) months thereafter. However, if the job for which he/she desires to again bid is a higher paying job than the job he/she successfully bid for, he/she shall be eligible to bid after working thirty (30) days on the job.

Should the CITY not fill the job from within the particular division in which the job is open, the bids of employees in other divisions in the Department of Public Services shall next be considered by the CITY in accordance with the provisions of this Article.

If an open job is not filled through the methods above provided, the CITY may hire from outside the unit.

Section 4. Job Performance. During the first ninety (90) work days in his/her new job, a successful bidder may elect to return to his/her former job, if he/she so desires, or the CITY may at its option, transfer him/her back to his/her former job.

A written performance evaluation shall be completed by the Superintendent for all newly transferred employees. This performance evaluation shall detail the employee's performance to date in the new job classification. Evaluation of an employee shall be made at the end of thirty (30), sixty (60) and eighty (80) days, with a copy to the employee and shall include the Superintendent's recommendation concerning the employee's potential for satisfactory performance in the new job classification. An unsatisfactory evaluation at the end of 90 days may cause the employee to be returned to his/her former job. If the job is vacated during such period, the CITY may select the next senior employee most qualified for the job who bid thereon or it may re-post the job.

Section 5. Temporary Job Assignment. The CITY has the right to temporarily assign employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work (for the duration of such absence) due to illness, accident, vacation, or leaves of absence. The CITY shall also have the right to temporarily assign employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed three (3) months. It is understood and agreed that an employee temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he/she is temporarily assigned.

It is further understood and agreed that any employee who is temporarily assigned under the provisions of this section and works in a higher job classification in excess of one (1) hour on the job, they shall receive the rate of pay to which he/she is assigned or his/her regular rate of pay plus twenty (20¢) cents per hour, whichever is higher, for the time spent on said job each time he/she is assigned thereto, and all hours thereafter until he/she is removed from said job. The CITY agrees not to abuse this provision for the purpose of avoiding payment at the higher rate of pay.

In accordance with the conditions described in this paragraph, a general foreman in each division who is assigned to perform duties as an acting Deputy Director by the Director of Public Services or City Manager will receive a payment of an additional fifty (\$50.00) Dollars for each period of forty (40) or more consecutive work hours. This extra compensation is not authorized for periods of time less than forty (40) working hours. When acting as Superintendent, foremen will not receive extra compensation for investigative call outs, however, they will be paid for all hours actually worked on a specific job.

Section 6. Classification Assignment. An employee, except for the new foreman position(s) who is permanently assigned a different classification shall be placed on the same level (level being equal to longevity as shown in the chart, i.e., 6 months, 18 months, and 30 months) as the level the employee was previously paid. This includes promotion, lateral transfer, and/or movement to a lower grade. This applies to probationary, permanent and temporary assignments. This level is representative of the time served in the employ of the CITY and not the time served in a certain grade.

Section 7. Training-New Technologies, Machinery and/or Procedures. CITY

shall provide a reasonable level of training to each incumbent employee in a covered position to enable him/her to adequately utilize any new technology, machinery or procedures incorporated into said incumbent employee's position requirements. Such training shall not include basic skills, such as reading, writing, math or driving.

In no case shall an incumbent be reduced in pay from his/her existing level of compensation due to inability to satisfactorily complete the offered training.

This Section shall not be construed or invoked as a modification of requirements of Article IX, Section 4.

ARTICLE X

HOURS

Section 1. The Regular Work Week. The regular work week of employees covered hereby shall be forty (40) hours, which occur between 12:01 A.M. on Sunday and 12:00 midnight the following Saturday.

The regular work day will be eight and one-half (8½) hours per day, which includes the one-half (½) hour unpaid lunch period, which occur in the twenty-four (24) hours beginning at midnight and ending at 11:59 P.M. each day.

However, nothing contained herein shall be construed to constitute, or guarantee eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

The regular day shift hours shall be from 7:00 a.m. to 3:30 p.m. for the Cemetery, DPW, Water and Sewer Departments. The CITY shall retain the authority to change the work schedules of isolated job classifications when such change is issued at

least twenty-four (24) hours in advance of the scheduled starting time, or as much advance notice as is reasonably possible of the scheduled starting time.

However, Waste Water Treatment Plant employees shall work an average of forty (40) hours per week according to a shift schedule of daily work. This schedule shall be posted on the bulletin board in the Waste Water Treatment Plant. In the case of waste water treatment plant employees, the regular or normal day's first shift or day shift hours shall be 7:00 a.m. to 3:00 p.m. which includes one-half (½) hour paid lunch period. Waste Water Treatment Plant employees shall not leave the facility during their paid lunch break; doing so will invoke disciplinary procedures.

A deviation for all employees within a division from the normal day shift due to seasonal weather conditions or a change of the standard of time may be a shift starting not earlier than 6:30 a.m. or later than 8:30 a.m., provided, seven (7) calendar days' notice is given in advance thereof.

All employees will be ready to receive their work assignments at their assigned starting time.

The CITY shall have the right to install time clocks at any time during the life of this Agreement and to require employees to punch in on a time clock at the start of their work day, and out at the end of their work day and at any time they leave their assigned work station.

Section 2. Week-End Work Shift. The CITY reserves the right to establish a week-end work shifts. Employees may volunteer to work on Saturday and/or Sunday as part of their regular forty (40) hour work week. However, in the event an insufficient number of employees volunteer to change their work week to include Saturday and/or Sunday as part of their regular forty (40) hour work week, then the CITY may require an employee(s) to work on Saturday and/or Sunday as part of the regular work week, such

employee to be selected with inverse seniority as the junior employee in the division. It is anticipated that the CITY will continue to cover weekend work at the water plant and the parks with overtime. This work would be rotated among qualified employees in the respective division on a voluntary basis. If no employee volunteers for said work then the CITY shall require a qualified employee in the division to work on Saturday and/or Sunday. Such employee to be selected in accordance with inverse seniority as the junior qualified employee in the division. Employees scheduled for weekend work shall receive a minimum of three (3) hours of overtime pay for each scheduled weekend day.

None of the foregoing provisions shall apply to Sewage Treatment Plant employees who are governed by Section 1 of this Article.

Section 3. Break Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight (8) hour shift wherever they may be at the time they desire to take their break.

Employees working overtime after their regular shift shall be given a fifteen (15) minute break after their first one-half hour of overtime and one fifteen (15) minute break each additional four (4) hour block of time. Employees called in on their off day shall be given breaks as called in a regular scheduled day.

It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time. Both parties hereto recognize that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's supervisor has the right to determine when a break period may be taken.

Smoking breaks are only permitted during the 15 minute rest/break and lunch periods. Additional rest/break time is not provided for employees who smoke. The City of Albion maintains a smoke free workplace. Smoking is prohibited in city vehicles and within 25 feet of building entrances and exists. Smoking is only permitted in designated areas. Violations of this section are subject to disciplinary action.

Section 4. Overtime. Except on seven (7) day operations, an employee shall be paid at one and one-half (1½) times his/her regular hourly rate for all authorized work performed in excess of eight (8) hours per day and for work performed on Saturday and Sunday as such, provided the employee has worked forty (40) hours during that week. All paid leave except sick leave is considered as time worked. Overtime scheduled 24 hours or more in advance shall be exempt from the forty (40) hour work hour prerequisite and paid at one and one-half (1½) times the regular hourly rate, regardless of the total number of hours worked during that week.

If an employee is not allowed to work his/her normal work shift because of lack of work, the hours worked outside the regular work day shall not be lost as overtime hours. If, however, the employee elects to go home during the normal work day, only those hours worked over eight (8) hours will be considered as overtime.

When scheduled for overtime and the employee has sick time included in the forty (40) hour work week, a doctor's excuse shall be required.

On seven (7) day operations (i.e., Sewage Treatment Plant) time and one-half will be paid for the average hours worked in excess of forty (40) hours for each week of a two (2) week pay period.

Section 5. Overtime Work Requirement. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees of

the Department of Public Services to work overtime, either scheduled or emergency call-in. Department of Public Services employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. All overtime work shall be accomplished utilizing qualified volunteer employees when feasible. Any employee who is assigned to a job during their regular work shift shall continue on that project into overtime if it is determined that overtime is authorized. If the employee does not desire to continue the work into overtime, he/she will notify the supervisor as soon as possible and remain on the job until relieved. In this respect, each Division will maintain separate lists of volunteer employees for scheduled overtime and for emergency call-in overtime where applicable. When sufficient qualified volunteers are not available, employees will be assigned involuntarily in reverse order of seniority by division. The following procedures will govern the formation and use of overtime lists in all divisions.

A. Prior to October 1 of each year, all divisions will post a bulletin for each overtime list they maintain and employees may indicate their desire to be called for overtime work. Employees who sign these voluntary overtime postings shall be placed on a voluntary overtime list originally by seniority. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign up on these voluntary lists shall have no right to work overtime under this subsection unless the required manpower cannot be obtained from the voluntary list.

In obtaining workers for overtime work within each division, the CITY will contact volunteers from the appropriate list in rotation. If on a given occasion an employee who is next in rotation on the overtime list is not given the opportunity to work available overtime hours, he/she shall be offered the next overtime opportunity, and upon written request he/she may be paid up to but no more than two (2) hours call-in

pay for opportunity missed. Should it become necessary to go beyond the volunteer overtime list to make up a needed crew, the least senior employee not on the volunteer list capable of doing the job shall be called and shall be required to report-in for work.

Employees who sign the volunteer overtime list and who refuse or fail to report for said overtime when contacted more than two (2) times shall have their name removed from that list. Employees who sign a voluntary overtime list and are unavailable to report for said overtime because they cannot be reached on the fourth (4th) attempt shall have their name removed from the list.

An employee who has placed his/her name on the volunteer list may remove his/her name from said list; however, they shall be ineligible to reinstate their name on that list until the next posting period.

A. Overtime Call-In Procedure:

On-call supervisor (DPS Director, Deputy Director, General Foreman) makes the determination that overtime is needed.

1. Call qualified employees from the voluntary list for the division where work is needed.
2. Call remainder of qualified employees from the division on a seniority basis, with the least senior employee being ordered to work.
3. Call qualified employees from the other division without regard to seniority, i.e. find a qualified employee anyway you can.

Section 6. Computation of Overtime. The regular rate as set forth in Appendix A will be used as the basic rate in the computation of overtime.

ARTICLE XI

WAGES

Section 1. Classification. The job classifications, rate ranges, and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof. Wages and all other benefits are limited to employees on the payroll on the date of ratification or signing of this Agreement.

Section 2. Work Requirement. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required to render a fair day's work for the CITY.

Section 3. Pay Period. Normal pay period commences at 12:01 A.M. on Sunday of each payroll period.

Section 4. Shift Premium. An employee who works the second shift is entitled to a paid shift premium of thirty (30¢) cents per hour. An employee who works the third shift is entitled to a paid shift premium of forty (40¢) cents per hour.

Section 5. Call-in Pay. An employee who is called in to work outside of his/her scheduled working hours shall be guaranteed enough work to give him/her two (2) hours at one and one-half (1½) times his/her regular straight time hourly rate of pay. This provision does not apply to employees who are previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time.

Call-in pay hours are separate and distinct from overtime hours and will be paid at the rate of one and one-half (1½) times the employee's regular straight time hourly rate regardless of the number of other hours worked in that day or that week. Hours worked in addition to the minimum guaranteed call-in hours shall be considered to be overtime hours.

Employees called in one (1) hour or less just before their regular starting time shall be guaranteed enough work or pay to give them a minimum of one (1) hour pay at time and one-half their regular straight time hourly rate of pay.

Section 6. Report-In Pay. An employee permitted to come to work without having been notified that work on his/her regular job is not available may, at the CITY's option, either be sent home or be put to work on any job to which the CITY may assign him/her.

An employee who is put to work shall be assured enough work to give him/her a minimum of three (3) hours pay at his/her regular straight-time hourly rate. If he/she is offered work and declines the offer, the CITY shall have no liability to him/her for any amount of report-in pay. If he/she is sent home by the CITY, it will pay him/her three (3) hours pay at his/her regular straight-time hourly rate, as report-in pay.

The CITY shall have no liability for report-in pay for an employee, or responsibility to offer him/her his/her work, who was absent when notice of lack of regular work was given to the employee, notice was sent to his/her last-known address, or the employee has no telephone and/or was not reasonably available to receive said notice.

Report-in pay shall not be due when the employee is not able to work because of major reasons beyond the control of the CITY.

ARTICLE XII

FRINGE BENEFITS

Section 1. Longevity Benefit. Employees who, on or before the first day of December of each calendar year have completed a minimum of five (5) years of

continuous service to the CITY, and who, as of the first day of December, are still employed by the CITY, shall qualify for a lump sum longevity payment in December of that year. Such payment shall be computed on the schedule set forth based upon each full year of continuous service completed on or before the first day of December in the calendar year in which the payment is made:

After 5 years, but less than 11 years	\$400
After 11 years, but less than 17 years	\$700
After 17 years, but less than 23 years	\$1,050
After 23 years or more	\$1,400

Employees who have qualified for longevity pay shall, upon retirement, receive a pro-rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro-rata share will be equal to the fraction of the year during which they were employed prior to retirement.

Payment to the beneficiary of a deceased qualified employee shall be made on the same basis as payment to a retired employee.

Section 2. Retirement.

A. Pension

An employee's normal retirement age shall be in accordance with applicable federal and state regulations.

An employee is covered by Social Security for which, as required by Federal law, a deduction is made from his/her pay and such amount deducted is matched by a payment made by the CITY.

The following pension benefits will be in effect for the periods and levels indicated:

1. For employees who were bargaining unit members prior to January 1, 2012, the pension plan shall be the MERS B-3 Plan, with F-55 Option early retirement after twenty-five years of service.

2. Defined Contribution Plan. Employees who become members of the bargaining unit and are full-time employees of the City of Albion after January 1, 2012, shall be covered by the MERS Defined Contribution Plan. The MERS Program DC shall have an employer contribution rate of seven (7%) percent of base pay and overtime (excluding any other pay items such as, but not limited to, longevity, on-call pay, etc.) Employees covered by the DC Program shall be fully vested in all employer contributions and earnings after completing three (3) full years of CITY service. Employees who leave before completing three (3) full years of service shall not be eligible for any partial or prorated benefits.

3. Retirement Health Savings Plan

All employees in the bargaining unit shall participate in a retirement health savings plan (said plan shall comply with all IRS regulations). The employee shall contribute two (2%) percent of his/her wages (regular and overtime pay only) to

the plan and the CITY shall contribute an amount equal to two (2%) percent of the employee's wages up to a maximum of \$1,000.00 per year to the plan, to be managed by ICMA-RC.

Section 3. Insurance.

A. Medical Insurance. The City agrees, for the life of the Agreement, to maintain a substantially equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits in effect for its permanent full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan (see substantive provisions in Appendix E). The effective date for such insurance shall be in accordance with the New Hire Agreement in effect between the City and the insurance carrier on the effective date of this Agreement. The City will contribute per month an amount equal to the ninety (90%) percent of the total cost for such insurance coverage for the employee and his dependents. The insurance plan will cover spouses and dependents until age twenty-six (26) as long as the dependent is qualified under the terms of the insurance program

In the event of a non-work related injury to an employee with resulting incapacity to work, the CITY will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick and/or vacation leave or for a period of two (2) months during said disability, whichever period is greater.

The CITY agrees to provide for the continued premium payments for the CITY's share of the medical insurance for one (1) year from the date of any work-incurred injury or to the contract termination date, whichever occurs first.

Retired employees may obtain the City's health insurance upon retirement. They will be responsible for full cost of premiums and deductible. Required to obtain Medicare upon eligibility (age 65 currently)

B. Life Insurance. As promptly as is practicable, effective the date of this Agreement, the CITY will provide, at its sole cost, life insurance coverage in the amount of Twenty-Five Thousand (\$25,000.00) Dollars for each employee covered under this contract who is eligible under the standard rules of the insurance carrier selected by the CITY.

C. Worker's Compensation. Pursuant to Michigan law, the CITY provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby

1. Upon the request of the employee, an employee may use accumulated vacation and sick time to supplement the employee's workers' compensation wage loss benefit. If so requested, the employee may supplement the wage loss benefit up to a total of the employee's full paycheck. (A full paycheck means the normal net pay for the employee based on a regular work week with no overtime, on-call pay, etc.) It is understood that relevant taxes and withholdings may be deducted from payment of accrued time. It is also understood that the employee may only use accrued time prospectively, and may not use accrued time for any period of time prior to the employee's request.

2. An Employee who is receiving workers' compensation benefits shall continue to accrue vacation and sick time for the first twenty-six (26) weeks (13 pay periods) of workers' compensation leave.

3. After the twenty-six (26) weeks discussed in sub-section 2 above, the employee shall only continue to accrue vacation and sick time if that employee supplements workers' compensation wage loss benefits by using the necessary hours of time from his or her sick, vacation or compensatory time bank per two-week pay period. (Computation of the necessary hours of time will be determined by dividing the

employee's workers' compensation check by his normal hourly rate of pay to determine hours worked and subtracting this amount from the 72 hours of work needed to qualify for vacation and sick time accrual for the pay period.) If the employee has no available banked time, the employee may use accrued vacation time that is not already in his available vacation bank. If the employee does not elect to use time from his available sick, vacation or compensatory bank, or has no accrued time, then he or she will not accrue sick or vacation time for that pay period.

4. An employee may not accrue vacation or sick time under this section if there is a claim filed with the Michigan Workers' Compensation agency and/or a dispute as to the employee's eligibility to receive workers' compensation benefits. However, accruals shall be awarded to the employee if there is a final ruling that the employee was entitled to wage loss benefits. In the event that a worker's compensation claim results in a redemption, voluntary payment, or other form of settlement, the employee will not be awarded vacation and/or sick time except as these items are addressed in the settlement agreement.

5. In any event, the accrual of vacation and sick time under the workers' compensation program shall cease once the employee is off of work for one (1) continuous year. Thereafter there will be no accrual of vacation or sick time for the employee until such time as the employee returns to work.

6. As a result of the delay in receiving payment under the Worker's Compensation Program, an employee may want the City to continue paying them their normal base wage. The employee then signs over to the City the Workers' Compensation check when it comes from the insurance carrier. The City then credits back to the employee a number of sick days (vacation days, etc.) in relation to the Workers' Compensation amount received. Workers' Compensation payments are not

taxable; however, payments made to an employee against their sick or vacation time is taxable. Therefore, even though the City credits back the sick or vacation days to the employee, the City is unable to adjust the taxes deducted for the original payments. Obviously, the taxes withheld are reflected on the employee's W-2 at year-end; however, the taxable amount on the W-2 does not reflect the tax-exempt nature of the Workers' Compensation payments. If the employee chooses this option for continued payment of wages during a period of time covered by Workers' Compensation then the employee accepts this tax situation as part of the process.

7. Unemployment Insurance. The CITY agrees to participate in the unemployment compensation program administered by the State of Michigan. Employees of the CITY who are determined by the State Employment Security Commission to be eligible recipients may receive unemployment benefits when terminated from CITY employment.

8. Insurance Opt-Out Provision. The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his/her CITY health insurance coverage may do so providing he/she:

- Obtains proof of insurance through his/her spouse's policy noting an effective date of coverage.
- Sets up an appointment with the Human Resources Coordinator to provide proof of insurance coverage under the spouse's policy and sign the City of Albion's cancellation of insurance form.

An employee may cancel his/her health insurance during the CITY's open enrollment period in October. Re-enrollment in the CITY's health care plan

shall also be provided for in October during open enrollment should an employee wish to reinstate his/her insurance coverage.

An employee electing to participate in the Opt-Out plan will be paid \$1,800.00-in two (2) equal installments of \$900.00. The first payment will be made after six (6) months without insurance coverage and the second payment after one (1) year without insurance coverage.

There will be a one (1) time only emergency provision to get back into the CITY's insurance plan, if necessary. There will be no partial payment or pro-rata payments for employees who request to get back into CITY hospitalization coverage once they have opted out unless said return to coverage is during an approved renewal period.

In the event an employee is laid off, the CITY agrees to continue its contribution toward the cost of hospital-medical-surgical insurance and life insurance until the end of the second full month following the date the employee is given notice of the layoff as provided in Article VIII.

Section 4. Uniforms. The CITY shall provide at its cost, five (5) pants and five (5) shirts, a work jacket and a raincoat for each new employee after completion of the orientation period. If the employee so requests, one (1) set of coveralls may be substituted for one (1) set of shirt and pants. The jackets will be selected by the Director of Public Services. Unserviceable items of authorized uniform issue will be replaced by the CITY on a one for one exchange on a fair wear and tear basis. This includes items that are too small and cannot be altered to fit properly. All items to be replaced must be presented and turned in to the employee's Superintendent for inspection. Upon the determination of the Deputy Director or Director of Public Services, the item will be replaced at CITY expense. All questions concerning eligibility for replacement will be

resolved by the Director of Public Services. However, in no instance may the issue be more than five (5) shirts, five (5) pants, one (1) work jacket, and one (1) raincoat in the course of a year. The definition of foul weather gear and the schedule of job classifications authorized the issue of these items are spelled out in Appendix D. Foul weather gear shall be replaced on a one for one exchange on a fair wear and tear basis.

It is understood and agreed that the CITY has the right to require the wearing of clothing provided by it during hours of work.

Employees shall be responsible for cleaning the pants and shirts.

Employees shall be responsible for repairing any minor damage to the clothing provided by the CITY, and the CITY will reimburse the employee for cost of repairs over five (\$5.00) dollars, but employees shall not be charged for clothing that must be replaced unless caused by neglect. Also, uniforms, jackets and other equipment assigned to an employee should be returned to the CITY when an employee is separated from CITY service. Should said clothing and equipment not be turned in when an employee leaves the employment of the CITY, the CITY shall deduct from the employee's last paycheck the full amount of replacement of these items.

Section 5. Tuition Reimbursement.

The CITY will grant tuition reimbursement for continuing education in the amount of one-half (1/2) of the actual cost of individual classes, including required books up to a maximum of \$1,000.00 annually. To be eligible for this reimbursement, an employee must pass and provide proof of having passed the course with a C or better and have received written approval from the Department of Public Services Director and the City Manager prior to taking the course. The only courses eligible for reimbursement shall be those that are job related or core courses that are job related to a degree.

Section 6. Boots. In order to improve workplace safety, all employees shall wear MIOSHA approved 6-inch high leather boots with toe protection. In support of this effort, the City shall reimburse each employee up to \$150.00 per pair of boots purchased. The City shall provide this reimbursement once each year.

Section 7. Safety Glasses. In order to improve workplace safety, all employees shall wear Safety Glasses. In support of this effort, the City shall reimburse each employee up to \$150.00 safety glasses purchased. The City shall provide this reimbursement once each year

ARTICLE XIII

LEAVE TIME

Section 1. Holiday Pay. Employees will be paid at straight time hourly rates for scheduled work time lost due to the observance of the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

Should a holiday fall on a Saturday, Friday will be considered as the holiday (excluding those situations where the employee is regularly scheduled to work on Saturday). Should a holiday fall on a Sunday, Monday will be considered as the holiday.

In order to be eligible to receive holiday pay an employee must work the full period of his/her scheduled work hours on the last work day before a full holiday and

on the first work day after such full holiday unless he/she receives permission in advance to be absent.

The foregoing shall not apply to any absences caused by vacation, leaves of absence or layoffs, which commence within seven (7) days of the holiday.

An employee scheduled to work on a holiday who fails to report for and perform such work without a reason acceptable to the CITY shall not receive holiday pay.

An employee not regularly scheduled to work on a holiday and who is called-in pursuant to Section 4 of Article XI on a day celebrated as a holiday shall be paid for each hour worked at twice his/her regular rate plus holiday pay. If an employee is regularly scheduled to work, he/she shall receive holiday pay for his/her work without pyramiding the regular overtime premiums.

Section 2. Vacation Pay. On each anniversary of his/her seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

SENIORITY	VACATION HOURS EARNED
1 – 5 years	3.39 hrs. accrual per pay period (MAX. 88 HRS.)
6 – 14 years	4.93 hrs. accrual per pay period (MAX. 128 HRS.)
15 – 24 years	6.47 hrs. accrual per pay period (MAX. 168 HRS.)
25 or more years	7.08 hrs. accrual per pay period (MAX. 184 HRS.)

After the employee has attained seniority status, he/she shall accrue, at the end of each pay period (for which the employee has worked at least 72 hours, time worked shall include authorized vacation and sick time, as well as time covered by workers' compensation, funeral leave, etc.) the number of hours indicated in the table

above for paid vacation time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited vacation time for that pay period. The vacation hours accrued each year shall be transferred to the employee's current vacation bank on the employee's seniority date each year.

An eligible employee may take his/her vacation at any time during the year in which he/she is eligible for vacation. Requests for vacation periods should be made between January 1 and April 1 of each year. Requests should be made in increments of one week. The CITY will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his/her mind and requests a different time for vacation than originally requested, his/her request shall receive consideration.

If two (2) or more employees, before April 1st, request permission to take their vacations at the same time and both cannot be spared from work at the same time, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to April 1st of any year, preference shall be given in order of receipt by the CITY of the written requests for vacation time off.

Payment in lieu of a vacation period will not be made unless the employee has given up the vacation period, at the CITY's request to avoid impairment of unusual operations. Normally, vacation periods will not be accumulated from one (1) year to the next, except for unusual conditions or situations as determined by the City Manager.

Earned annual vacation must be taken in increments of at least one (1) week. Employees may request to use earned annual vacation in increments of eight (8) hours if requested at least ten (10) calendar days in advance. A Department Head may, in his or her sole discretion, allow employees to use earned annual vacation in

increments of eight (8) hours with less than ten (10) calendar days' notice. If an employee has, at least one (1) week before the starting day of his/her vacation, turned into the Payroll Clerk a request for vacation pay, (on the form available from the CITY Clerk), he/she will receive his/her vacation pay before his/her vacation.

An employee who voluntarily separates from the CITY's service after at least fourteen (14) calendar days advance notice to the Director of Public Services, or who is laid off, shall be paid pro-rata for vacation accumulated through the last full month of his/her service from his/her most recent seniority date. In all other instances of separation from the CITY's service, no pro-rata vacation shall be paid.

Section 3. Military Service Leave. The CITY and the UNION agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and the Court interpretation thereof.

An employee who is granted military service leave of absence with the Armed Force Reserves and/or the National Guard in response to a call to active duty (other than at the employee's own request) will have a wage supplement or wage continuance option as follows:

Wage Supplement - CITY will pay the employee the difference between the amount he/she receives from the military service and the amount he/she would have received had he/she worked his/her scheduled time for the period of his/her military leave, but not to exceed the first ten (10) working days thereof, nor to exceed a total of ten (10) days in any calendar year.

To be eligible to receive this wage supplement, an employee must give the CITY notice of his/her call to active duty as promptly as practical, and must provide

the CITY satisfactory evidence of his/her performance of the military service and his/her military pay.

Section 4. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month for a personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the CITY's discretion alone. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

The CITY may grant an extension of a personal business leave of absence for a period not to exceed ninety (90) days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 5. Disability Leave. If an employee is ill or suffers an injury requiring absence from work, he/she will, on written application supported by a physician's certificate as to the necessity of leave, be granted a sick leave of absence of up to one (1) year without pay or benefits. Such leave, and any extension(s) thereof granted, in the CITY's discretion, on the employee's application therefor similarly supported may not exceed, at most, a total of two (2) years, pursuant to Article VII, Section 1 (a) hereof. The CITY will not unreasonably withhold the granting of such leave.

An employee returning from sick leave of absence for 3 or more consecutive work days shall be required by the CITY to furnish a physician's statement as to his/her unlimited or unrestricted fitness for the work to which he/she will be assigned.

Section 6. UNION Business Leave. An employee who is elected or appointed to a full-time office in the UNION, and which requires a leave of absence shall be granted a leave of absence without pay or benefits for his/her term of office.

Any other UNION business leave of absence shall be granted, without pay, for the period of service to the UNION provided that all of the following have occurred:

- (a) The request is in writing, and
- (b) Submitted by the President of the UNION's Council to the CITY's Director of Public Services, and
- (c) States the general purpose for which UNION business leave is requested, and
- (d) The employee can be spared from his/her work at that time, and
- (e) Not more than one (1) other employee is on such leave, and
- (f) Such leave shall not exceed two (2) calendar weeks in duration, and
- (g) The leave shall be requested sufficiently in advance to permit the CITY adequate time to cover the work of the employee(s) requesting leave, and
- (h) The leave is not for the purpose of enabling CITY employees to engage in organizing or picketing activities.

Section 7. Time-Off Pay Increment.

An employee hired before January 1, 2008 shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, sick time, workers' compensation, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time for that pay period. Said employee may accumulate a maximum of nine hundred and sixty (960) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired after January 1, 2008 who has attained seniority status shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include vacation, sick time, workers' compensation, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time for that pay period. Said employee may accumulate a maximum of four hundred eighty (480) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired before January 1, 2008, who is leaving the service of the CITY through retirement will be paid in one (1) lump sum for a maximum of seven hundred twenty hours (720) of unused accumulated hours at the rate of one-half ($\frac{1}{2}$) of said hours accumulated credit at his/her wage rate in effect on the date of his/her retirement for each hour of such accumulated credit. Upon death of an employee, his/her survivors will be paid in one (1) lump sum for the maximum seven hundred twenty (720) unused hours which then remain to his/her credit at the rate of one-half ($\frac{1}{2}$) said hours at his/her wage rate in effect on the date of death for each hour of such accumulated credit.

An employee hired after January 1, 2008, who is leaving the service of the CITY through retirement will be paid in one (1) lump sum for a maximum of four hundred eighty (480) hours of unused accumulated hours at the rate of one-half ($\frac{1}{2}$) of said hours at his/her wage rate in effect on the date of his/her retirement for each hour of such accumulated credit. Upon death of an employee, his/her survivors will be paid one (1) lump sum for the maximum of four hundred eighty (480) hours of unused time off hours which then remain to his/her credit at the rate of one-half ($\frac{1}{2}$) of said hours at his/her wage rate in effect on the date of death for each hour of such accumulated credit.

Section 8. Sick Time with Pay. During the period of absence from work

because an employee suffered a non-compensable illness or injury or to keep an appointment with a doctor, dentist or other medical personnel, the employee will be paid from and to the extent of his/her paid time-off credit. Sick time with pay is available for illness or injury suffered by a member of the immediate family. For the purposes of this section, the definition of immediate family is: a spouse or child either biological or adopted. This definition also includes other family members residing in the same household as the employee to the extent that a Federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household.

To the extent possible, employees should schedule dental or medical appointments during off duty hours. However, when this is not possible the employee should schedule the appointment for the beginning or end of his/her shift, thus limiting the time off needed for the appointment. If more than four (4) hours of sick time is requested for a medical appointment, the employee shall explain in writing the need for the extra time and shall supply a written confirmation form the Doctor's office verifying the date and time of the appointment.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of the Department of Public Services Director, Deputy Director, General Foreman and gaining approval for expected time off and must promptly make claim for sick time charge against his/her paid time-off credit on a form available in the Department. The CITY may require a medical doctor's statement to support the necessity of sick time off of three (3) or more consecutive working days and /or to certify that the employee is physically and /or mentally fit to return to unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

Section 9. Bereavement Time, With Pay

A. Employees shall be allowed the following days leave of absence, with pay as funeral leave not to be deducted from vacation or sick time.

- Four (4) days for the death of a spouse, child (biological or adopted) or parents
- Three (3) days for sister, brother, mother-in-law, father-in-law, step-children, grand-children
- Two (2) days for step-parents, grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of the employee's immediate household to the extent that a Federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household.

B. An employee may use additional days for such leave which will be deducted from the employee's available vacation days. The employer will have discretion to grant additional time for such leave and the exercise of such discretion will not create a precedent.

C. An employee selected to be a pallbearer for a deceased employee shall be allowed four (4) hours with pay for such period if the funeral is scheduled during normal work hours.

D. The employee shall notify the CITY of the necessity for a leave before leaving and upon request, provide verification of the relationship and death.

E. If the employee fails to make proper notification of his absence, or fails to provide requested verification of relationship and death, the CITY may withhold payment for the time taken off by employee.

Section 10. Paid Leave. All paid leave, when utilized under the conditions of this agreement, shall be considered as days worked except sick days. Overtime scheduled twenty-four (24) hours or more in advance shall be exempt from the forty (40) work hour prerequisite and paid at one and one-half (1½) times the regular hourly rate regardless of the total number of hours worked during that week.

Section 11. Compensation Pay. In lieu of overtime pay, employees may earn and be allowed compensatory time-off. Compensatory time shall be granted upon the mutual agreement of the employee and the City and will be computed at one and one-half hours of compensatory time off for each one hour of overtime worked. Employees may accrue a maximum of 56 hours in his or her compensatory time bank.

Compensatory time off may be used only with the prior permission of management approval subject to not incurring overtime. Requests should be submitted at least ten (10) calendar days prior. When there are conflicts in scheduling, approval will be based on seniority. Employees may request to use compensatory time off in combination with vacation when vacation requests are made pursuant to this Agreement. However, he shall not use more than a 50/50 split between vacation time and compensatory time off and vacation time shall always be the equal or majority of the time used.

Accumulated compensatory time hours will be paid out upon termination of employment, or upon written request by the employee during the year in which it is earned. An employee may elect, by completing the Compensatory Time Payout Election Form with the Finance department, to receive a payout of his/her balance of compensatory time or roll forward the balance of compensatory time earned to be used in the following year. Any compensatory time that is rolled forward must be taken as time off. This election must be made by December 15 of the year prior to when the

compensatory time is earned. If an employee fails to make an election, the employee will be paid out the balance of his/her compensatory bank in conjunction with the last payroll of the year. Any lump sum pay out of compensatory time upon retirement shall not be included in the FAC, if any.

Section 12. Birthday Paid Day Off. Employees are eligible for one day (8 hours) of paid time off for the employee's birthday, to be taken during the pay period in which the birthday occurs. The time off is subject to the approval of the supervisor. Birthday time off is not compensable upon termination.

ARTICLE XIV

RESIDENCY

All employees hired into the bargaining unit on or after the effective date of this Agreement are recommended, but not required to reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

The provisions of this Article are intended to comply with State law. To the extent that there is a conflict between this Article and a state statute, the statute shall prevail.

ARTICLE XV

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep

the CITY (Human Resources) currently advised of their correct current mailing address and in addition advise the CITY (Human Resources, Department of Public Services Director, Deputy Director) of their correct current telephone number.

In the case of an employee on the CITY's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the office of the Director of Public Services and returns such form there, duly completed. The CITY shall give the employee a receipt for his/her notice of change of address or of telephone number at the time he/she turns in such completed form.

In the case of an employee off the CITY's active payroll, such as on layoff, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail in which case the notice shall be addressed to the Director of Public Services, City Hall, Albion, Michigan.

For notice purposes under this Agreement, the CITY shall be entitled to rely on the last address and telephone number furnished to it by the employee, and it shall have no responsibility to the employee for his/her failure to receive notice caused by his/her not following the change procedures set forth above.

Section 2. Regular Employee. A "regular employee" and "employee" are considered the same for the purpose of this contract and areas defined in Section 2.2 of the Employee Policy and Procedure Manual, which reads: "An employee who is hired as a full time employee will be assigned to work a forty (40) hour week. An employee who has successfully completed his/her orientation period will be designated as a regular employee and will be eligible for all employee benefits." As used in this contract agreement, the term "regular employee" shall also include permanent part-time

employees working at least eighty (80) regularly scheduled hours per month at least ten (10) months in any year. The term "regular employee" specifically excludes seasonal workers, temporary workers, interns, workers provided to the CITY at no cost to the CITY, volunteers, recreation assistants (other than permanent full time), prisoners, community-service workers, consultants and limited term contract employees, and any employees hired by authority of any governing board other than the CITY Council of the City of Albion, including but not limited to: Economic Development Corporation Board and the Downtown Development Authority.

Section 3. License Requirements. It shall be the responsibility of each employee to meet and retain the qualifications for a license, or any other requirement of the State of Michigan, required for the performance of his/her job responsibilities. Any license required must be kept valid and up to date to qualify for continuous employment. These provisions apply for a motor vehicle license and a Commercial Driver's License (CDL) of appropriate group and endorsement where required for the performance of the employee's responsibilities.

As of the effective date of this Agreement, the twelve (12) cents per hour premium for obtaining a CDL shall be rolled into the regular pay scale. This shall apply to any employee receiving the twelve (12) cents per hour as of the effective date of the agreement, including individuals who do not have a current CDL due to medical issues. For any employee who loses his or her CDL after the effective date of this agreement, for any reason, the CITY will make every effort to reasonably accommodate the employee. The employee, however, may be subject to transfer to a position that does not require a CDL, at the sole discretion of Management. At the City's discretion,

an employee without a CDL may be hired for a job requiring a CDL, subject to completion of the necessary licensing within sixty (60) days of hire.

The CITY agrees to pay the necessary costs relative to receiving a CDL (i.e. license and physicals) for all employees required to have a CDL by the CITY. An employee, prior to driving and operating the Sewer Jet, shall have shown to the Superintendent a demonstrated ability to operate said equipment. Relative to this equipment, the CITY will provide necessary training.

Section 4. Effective Agreement. This agreement supersedes any past practice or previous agreement, verbal or written, between any of the parties hereto which is in conflict with this agreement.

Section 5. Separability. If any provision of this agreement be held invalid under the existing legislation, state or federal, the remainder of this agreement shall not be affected thereby.

Section 6. Special Conferences

A. Special conferences for important matters will be arranged between the UNION President and the City Manager or his/her designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the UNION and at least two (2) representatives of management. 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 important matters which include, but are not limited to, the following issues:

The purpose of evaluating the quality and nature of the uniforms supplied by the CITY.

Special conferences may be attended by representatives of the AFSCME Council 25 and/or representatives of the International UNION.

B. The UNION representatives may meet on the Employer's property for a least one-half hour immediately preceding the conference.

C. The specific time and date allowed for said meetings shall be arrived at by the mutual agreement of both parties with the understanding that a minimum of two (2) special conferences will be held each year of this agreement.

Section 7. Safety Committee. The UNION shall appoint an employee from the Collective Bargaining Unit to be part of the City-wide Safety Committee Program. The CITY agrees to include the Collective Bargaining Unit person in all safety meetings and CITY participated conferences and seminars.

Section 8. Contract Distribution.

A. Upon approval of the AFSCME contract by the City, a computer disc containing the contract wording will be furnished to the UNION by the CITY.

1. The CITY agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the City.

ARTICLE XVI

DURATION OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from October 1, 2017, until 12:00 midnight December 31, 2020, and for annual periods thereafter unless either party hereto, on or before the ninetieth (90) day prior to the thirty-first day of September 2017, or prior to the expiration date of any annual extension thereafter, shall serve

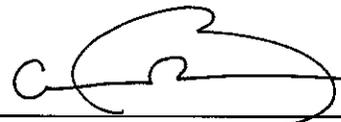
written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the 16th day of ~~October~~ ^{January}, ~~2017~~ ²⁰¹⁸

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 1248

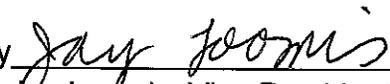
CITY OF ALBION, MICHIGAN

By 
Jerry Collie, Business Rep.

By 
Garrett Brown, Mayor

By 
Michael Lohrke, President

By 
Sheryl L. Mitchell, City Manager

By 
Jay Loomis, Vice President

By 
Jill Domingo, City Clerk

By 
Larry Maynard, Secretary/Treasurer

APPENDIX A
CLASSIFICATIONS OF WORK AND HOURLY WAGE RATES
EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2018
2.0 % INCREASE
RATE PER GRADE-WAGE PLAN

Classification	Grade	Start	6 Months	18 Months	30 Months
General Foreman WWTP	W-12	20.60	20.89	21.20	21.49
General Foreman	W-11	18.94	19.13	19.30	19.51
S.T.P. - Chief Operator	W-10	17.29	17.60	17.80	18.09
S.T.P. - Operator (B)	W-9	17.13	17.34	17.62	17.91
Operator - Heavy Equipment	W-9	17.13	17.34	17.62	17.91
Mechanic	W-9	17.13	17.34	17.62	17.91
Cemetery Sexton	W-9 S	18.17	18.38	18.66	18.95
Mechanic's Helper	W-8	16.84	17.14	17.37	17.65
S.T.P. - Operator (C)	W-8	16.84	17.14	17.37	17.65
Lab Technician – Operator	W-8	16.84	17.14	17.37	17.65
Cross Connection. Inspector - Water	W-8	16.84	17.14	17.37	17.65
S.T.P. - Operator (D)	W-7	16.72	16.93	17.27	17.50
Maintenance Man – Water Pump	W-7	16.72	16.93	17.27	17.50
Operator - Light Equipment	W-7	16.72	16.93	17.27	17.50
S.T.P. – Operator	W-6	16.59	16.81	17.14	17.31
Maintenance Man/Operator - Sewer	W-6	16.59	16.81	17.14	17.31
Meter Reader – Water	W-5	16.29	16.37	16.76	17.03
Maintenance Man – Cemetery	W-3	15.87	16.11	16.32	16.60
Maintenance Man – Parks	W-3	15.87	16.11	16.32	16.60
Maintenance Man – Street	W-3	15.87	16.11	16.32	16.60
Maintenance Man – Water	W-3	15.87	16.11	16.32	16.60

**CLASSIFICATIONS OF WORK AND HOURLY WAGE RATES
EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

2.0 % INCREASE

RATE PER GRADE-WAGE PLAN

Classification	Grade	Start	6 Months	18 Months	30 Months
General Foreman WWTP	W-12	21.01	21.31	21.62	21.92
General Foreman	W-11	19.32	19.51	19.69	19.90
S.T.P. - Chief Operator	W-10	17.64	17.95	18.16	18.45
S.T.P. - Operator (B)	W-9	17.47	17.69	17.97	18.27
Operator - Heavy Equipment	W-9	17.47	17.69	17.97	18.27
Mechanic	W-9	17.47	17.69	17.97	18.27
Cemetery Sexton	W-9 S	18.53	18.75	19.03	19.33
Mechanic's Helper	W-8	17.18	17.48	17.72	18.00
S.T.P. - Operator (C)	W-8	17.18	17.48	17.72	18.00
Lab Technician – Operator	W-8	17.18	17.48	17.72	18.00
Cross Connection Inspector - Water	W-8	17.18	17.48	17.72	18.00
S.T.P. - Operator (D)	W-7	17.05	17.27	17.62	17.85
Maintenance Man – Water Pump	W-7	17.05	17.27	17.62	17.85
Operator - Light Equipment	W-7	17.05	17.27	17.62	17.85
S.T.P. – Operator	W-6	16.92	17.15	17.48	17.66
Maintenance Man/Operator - Sewer	W-6	16.92	17.15	17.48	17.66
Meter Reader – Water	W-5	16.62	16.70	17.10	17.37
Maintenance Man – Cemetery	W-3	16.19	16.43	16.65	16.93
Maintenance Man – Parks	W-3	16.19	16.43	16.65	16.93
Maintenance Man – Street	W-3	16.19	16.43	16.65	16.93
Maintenance Man – Water	W-3	16.19	16.43	16.65	16.93

**CLASSIFICATIONS OF WORK AND HOURLY WAGE RATES
EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2020**

2.0 % INCREASE

RATE PER GRADE-WAGE PLAN

Classification	Grade	Start	6 Months	18 Months	30 Months
General Foreman WWTP	W-12	21.43	21.74	22.05	22.36
General Foreman	W-11	19.71	19.90	20.08	20.30
S.T.P. - Chief Operator	W-10	17.99	18.31	18.52	18.82
S.T.P. - Operator (B)	W-9	17.82	18.04	18.33	18.64
Operator - Heavy Equipment	W-9	17.82	18.04	18.33	18.64
Mechanic	W-9	17.82	18.04	18.33	18.64
Cemetery Sexton	W-9 S	18.90	19.13	19.41	19.72
Mechanic's Helper	W-8	17.52	17.83	18.07	18.36
S.T.P. - Operator (C)	W-8	17.52	17.83	18.07	18.36
Lab Technician – Operator	W-8	17.52	17.83	18.07	18.36
Cross Connection Inspector - Water	W-8	17.52	17.83	18.07	18.36
S.T.P. - Operator (D)	W-7	17.39	17.62	17.97	18.21
Maintenance Man – Water Pump	W-7	17.39	17.62	17.97	18.21
Operator - Light Equipment	W-7	17.39	17.62	17.97	18.21
S.T.P. – Operator	W-6	17.26	17.49	17.83	18.01
Maintenance Man/Operator - Sewer	W-6	17.26	17.49	17.83	18.01
Meter Reader – Water	W-5	16.95	17.03	17.44	17.72
Maintenance Man – Cemetery	W-3	16.51	16.76	16.98	17.27
Maintenance Man – Parks	W-3	16.51	16.76	16.98	17.27
Maintenance Man – Street	W-3	16.51	16.76	16.98	17.27
Maintenance Man – Water	W-3	16.51	16.76	16.98	17.27

APPENDIX B

Weekly On-Call Rotation

All General Foremen will participate in the weekly on-call rotation schedule.

Under this program one Unit General Foreman will be responsible for one week at a time to handle after hours calls for service as follows:

- A. The General Foreman will carry at all times the On-Call Cell Phone
- B. The General Foreman will immediately answer all calls. Any missed calls shall be returned within ten (10) minutes of receipt.
- C. The General Foreman or an employee called by the General Foreman shall be available to respond on site to the problem area in the city within 30 minutes. If no employee is available, the General Foreman will respond within one (1) hour of receipt of the emergency call.
- D. The General Foreman's responsibility is to evaluate the situation and make a decision as to the appropriate action to be taken. Should an employee respond to the emergency, the General Foreman will remain available by telephone and aid in any decisions to be made
 1. determine that no action is needed at this time or the problem can be dealt with on the next regular work day.
 2. call in the appropriate employee(s) to correct the problem immediately
 3. if the situation is unusual; contact the appropriate supervisor to determine the action necessary.
- E. If the General Foreman is unable to handle the on-call duties for a day or specific time period during his/her rotation, the General Foreman shall be

responsible to arrange for another qualified person to handle his/her on-call duties for said time period.

- F. If the General Foreman does not adhere to the above criteria, he/she shall forfeit the on-call pay for that day. Repeated violations can be cause for removal from the Weekly On-Call Rotation and from the General Foreman Position.
- G. If the General Foreman can handle the call from home, then he/she shall receive no additional pay over the on-call pay.
- H. If the General Foreman or the employee has to responds to the call and comes in to evaluate the situation, then he/she shall receive a minimum of two (2) hours overtime or overtime for the hours actually worked whichever is greater.

WEEKLY ON-CALL ROTATION COMPENSATION

FOREMAN POSITION(S) - \$25 PER DAY FOR SEVEN DAY PERIOD = \$175 PER WEEK.

APPENDIX C

Alcohol and Drug Policy

It is the policy of the City of Albion that it abide by the Federal Drug Free Workplace Act of 1988 (Section 4804 of the Anti-Drug Abuse Act of 1988). The City must comply with the regulations of the Federal Highway Administration, Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs (49 CFR, Parts 40, 382, and 391). The City is also covered by the Americans with Disabilities Act (Public Law 101-336, July 1990). Finally, the City must comply with Michigan's Motor Carrier Safety Act No. 339 of 1990 (MCL 480.1 1) and all revisions to that act, specifically, Public Act No. 100 of 1991.

It is the policy of the City of Albion that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs, alcohol or any other controlled substance in any manner. Employees are expected to report for work and remain at work in a condition which will allow them to perform their assigned duties free from the effects of drugs and alcohol. The policy is as follows:

Employees may not be over the legally defined level of impairment of alcohol or drugs when reporting to work or working, while performing City business, while on City property, or while in a City vehicle. All employees are forbidden to use or possess alcohol or illegal drugs at any time during the work day or anywhere on the employer's premises. Employees are also forbidden to engage in

any sale or other transaction involving illegal drugs on City property. Violators will be subject to immediate discharge and legal prosecution. Any employee who is arrested for selling drugs while off duty will be discharged if convicted. Employees will be placed on Leave of Absence without pay status during the time between arrest and conviction/acquittal. They must also agree to enter a qualified treatment program during this leave of absence without pay.

Illegal drugs are those drugs defined as illegal under applicable federal, state, or local laws which include, but are not limited to: marijuana, heroin, hashish, cocaine, hallucinogens, depressants, and stimulants not prescribed for current personal treatment by an accredited physician.

Reasonable Suspicion Testing: When any employee's behavior in the City's sole judgment, gives management reasonable suspicion to believe that the employee is under the influence of drugs and/or alcohol, or is otherwise in violation of the drug and alcohol policy, or when an on-the-job injury occurs or other circumstances raise a question about the individual's physical fitness or mental condition to perform his or her job, the City may require the employee to undergo drug/alcohol screening.

Post-Accident Testing: Any employee whose test is negative after an accident shall not lose pay while waiting for test results. Testing will only be done if the accident involves a death or a traffic citation is issued to the involved employee from a law enforcement agency in conjunction with the accident.

Testing:

All reasonable suspicion and post-accident tests shall be conducted on duty and the City shall provide the transportation to and from the testing site.

Employees Who Test Positive: Any bargaining unit member who tests positive will immediately be placed on leave of absence without pay employment status. The employee will be offered the opportunity to enroll in an in-patient treatment process for a predetermined length of time through a qualified gatekeeping program. If the employee fails to enroll in such a treatment process, he/she shall be terminated from the employ of the City. See Last Chance Procedure section for rehabilitation process.

Voluntary Rehabilitation Program: Under this program, any bargaining unit member experiencing problems with drugs or alcohol is urged to voluntarily seek assistance through the Employee Assistance Program before they test positive or before they become serious enough to adversely affect work performance and require management referral or disciplinary action.

Participants voluntarily enrolled in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs or alcohol for a period of one (1) year following successful completion of a treatment program. A participant who fails any drug or alcohol test or who uses any controlled substance again, except under doctor's prescription, shall be immediately suspended without pay, pending verification of the drug or alcohol violation. Upon the verification of the drug or alcohol violation, said employee will be immediately discharged.

An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from City employment.

Drug Testing Procedures: The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering drug/alcohol testing.

Laboratory personnel authorized to administer drug/alcohol tests shall require picture identification from each employee to be tested before they enter the testing area.

In order to determine the possibility of a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, and any indirect exposure to drugs. All medical information shall be given to the laboratory testing personnel.

When the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug testing form. In lieu of a urine sample, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to employee to encourage urination. Failure to submit a sample shall be considered a refusal to a drug/alcohol test and subject to discipline.

All specimen samples shall be sealed, labeled,, initialed by the employee and the testing person; checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing laboratory.

Drug Testing Methodology: The testing process shall consist of a two-step procedure using split samples:

- a. initial screening test
- b. confirmation test

The urine test sample is first tested using the initial drug/alcohol screening procedure. An initial positive test result will not be considered conclusive. The specimen testing positive will undergo an additional confirmatory test at the City's expense. The confirmation procedure shall be technologically different and more sensitive.

Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

When a positive result is confirmed, urine specimens shall be maintained in a secured refrigerated storage area, if a dispute occurs, the specimens will be stored until all legal disputes are settled.

Last Chance Procedure: Any bargaining unit member who tests positive shall sign a Last Chance Agreement which shall set forth the conditions for continued employment. The employee must attend a predetermined treatment program from an authorized rehabilitation source. The employee must successfully complete the treatment program as prescribed by the authorized rehabilitation or gatekeeping facility using a licensed and certified Substance Abuse Professional (SAP). The employee must pass a medical examination administered by a certified medical facility before returning to duty.

If the employee fails to successfully complete the treatment program as determined by the preselected qualified gatekeeping facility, the employee shall be terminated from the employ of the City. Once the employee has successfully completed all the requirements of the treatment program as determined by the gatekeeper program analyst, the employee will be returned to work in a non-safety sensitive function for a one-year rehabilitation period. The employee must sign a Last Chance Agreement upon his/her return to work. The City may place the employee at the appropriate pay grade to reflect the non-safety sensitive function of the work being performed. During the one-year rehabilitation, the employee will be subject to testing either by reasonable suspicion or random selection. If the employee tests positive during the one-year rehabilitation period, he/she shall be immediately discharged from the employ of the City.

The employee must agree in writing that the employee will be automatically terminated if a violation of any portion of this program occurs at any time during this one-year rehabilitation period following successful completion of the treatment program and return to non-safety sensitive work.

Employees Who Hold A Commercial Driver's License (CDL):

In addition to the Alcohol and Drug Policy indicated above, employees who hold a CDL shall also be covered by the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Drug-Free Workplace Policy effective March 1, 2004 as provided by LEXISNEXIS, the City's third-party administrator of the required CDL drug testing program.

APPENDIX D
FOUL WEATHER GEAR

Definition: For the purpose of this contract, the definition of one set of foul weather gear will be as defined below. The quality of these items to be determined by the City.

1 each - Fly Front Overall

1 each pair - Boots

1 each pair - Gloves

Authorization: As needed and with the authorization of the Director of Public Services all job classifications are authorized the issue of one each of all the items listed in the Definition paragraph above.

APPENDIX E

MEDICAL INSURANCE - SUBSTANTIVE PROVISIONS

1. Substantive Provisions (See Article XII, Section 3.(a))
 - a. \$2,000/\$4,000 deductible.*
 - b. Stop loss - \$1,000/\$2,000
 - c. Co-pay prescription drug rider - \$20 / \$60 / 50% - \$80/\$100 max
 - d. Blue Cross dental plan - 75/75/50/50, \$800 annual max; ortho \$800 lifetime
 - e. Blue Cross vision plan

*The City shall fully fund current members Health Savings Account (HSA), annually, in the amount of \$2,000/\$4,000 at the beginning of each calendar year.

Effective upon ratification the City shall fund all new hire's Health Savings Plan (HSA) on a quarterly pro-rata basis.

APPENDIX F
LICENSE INCENTIVE

For several of the City's operational areas, the State requires or encourages the City to have licensed operators. Having well qualified and trained employees is important to the City. Therefore the following license incentive program has been established:

Water System

	<u>S-4</u>	<u>S-3</u>	<u>S-2</u>
Limited Water Treatment License	\$250	\$750	\$1250

	<u>D-4</u>	<u>D-3</u>	<u>D-2</u>
Distribution System	\$250	\$750	\$1250

Sewer System

	<u>D</u>	<u>C</u>	<u>B</u>
Wastewater Treatment Plant Operator	\$500	\$1,500	\$2,500

Storm Water Systems

Municipal Storm water System Operator	\$150
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Chemicals

Chemical Applicators License	\$150
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Note: The annual license incentives listed are not cumulative.

The annual license incentive(s) shall be paid to the employee in the 1st pay check in December each year if said employee possesses a valid license as of November 1st of said year.

If an employee has a D and an S license water license, said employee will be paid at the next highest paygrade.

APPENDIX G

SKILL POSITIONS – DEVELOPMENT & TESTING

The City of Albion is interested in working with AFSCME to develop better education and training opportunities for the employees in the Department of Public Services. The goal is for each employee to have the opportunity to learn new skills and become proficient in many more work areas. This makes the employee more beneficial and useful to the City as employer and also provides an incentive for the City to consider improving the compensation levels for these employees.

During the term of the current contract (October 1, 2017 to December 31, 2020) the City would like to develop the training, skills, testing and evaluation criteria to establish the following positions within the bargaining unit:

Foreman – Skilled (includes satisfaction of W-9 Skilled criteria)

W-9 Skilled

W-7 Semi-Skilled

W-5 Beginning Skilled

These positions would be established for both Division I – Public Works and Division II – Utilities. The goal would be to provide a significant wage incentive for employees to complete these skill levels. All employees would be eligible to pursue qualification and promotion to the W-9 Skilled level.

If during the term of the contract, we are able to develop this program, we would like to be able to negotiate the implementation of the program and the associated compensation. Any program proposed must have input from both the Employer and Union and must be mutually agreeable before any implementation of a new program can take place. We would like to be able to do this without opening up the whole contract to negotiation. If successful, we believe this program would be a win-win opportunity for the City, AFSCME and most importantly for the employees.

The City and AFSCME agree to begin the development of the program described above and work towards mutual approval and implementation of said program.