AGREEMENT

BETWEEN

CITY OF ALBION, MICHIGAN

AND

THE ALBION CLERICAL ALLIANCE

Effective October 1, 2017 – September 30, 2020

ALBION CLERICAL ALLIANCE

INDEX

ARTICLE		PAGE
	Agreement	4
VI	Discipline Discharge	14
XVI	Duration of Agreement	45
XII	Fringe Benefits	24
	Gender Neutrality	4
V	Grievance Procedure	11
X	Hours and Work Schedule	22
VIII	Layoff and Recall	18
XIII	Leave Time	34
III	Management Rights	9
XV	Miscellaneous	44
IV	No Strike Clause	10
IX	Promotion and Assignment	19
I	Purpose and Intent	4
XIV	Residency	41
VII	Seniority	15
	Signature Page	45
II	Union Rights	5
XI	Wages	24

Appendix A 46

Appendix B – Positions 47

Appendix C – Medical Insurance 49

Appendix D – Drug & Alcohol Free Workplace 50

Last Chance Agreement 53

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 the Albion Clerical Alliance, hereinafter referred to, individually or collectively, as the UNION is effective October 1, 2017 through September 1, 2020.

GENDER NEUTRALITY

All references within this document which refer to she, he, her, him, etcetera, shall be construed and are intended also to encompass the other gender simultaneously and without exception.

ARTICLE I
PURPOSE AND INTENT

1.1: 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, handicap, nationality, political beliefs or union activities.

1.2: The reference to "working days" in this agreement shall be defined as Monday through Friday, 8 a.m. to 5 p.m., excluding holidays.

ARTICLE II
UNION RIGHTS

2.1: **Recognition**. The CITY hereby recognizes the UNION as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.

A. The term "employee" as used herein shall include all persons performing work on a full-time basis in the position classifications listed in Appendix "A".

B. Seasonal/temporary employees shall be defined as an employee who is hired for a period of less than three (3) months per year per individual.

The CITY may have need to use seasonal/temporary employees on limited basis during peak work activities, i.e. tax collection, income tax collection and elections as non-skilled labor. Seasonal/temporary employees will not be trained to do the skilled work of a bargaining unit member. A layoff in the bargaining unit does not impact the CITY's ability to use seasonal/temporary employees for non-skilled work activities. If it becomes necessary to lay off a bargaining unit member(s), said employee(s) shall be offered the opportunity to perform any seasonal/temporary work that is in progress during the time of the layoff. The employee(s) on layoff shall receive the same pay and/or benefits as are paid to the seasonal/temporary employees.

C. The CITY shall not use permanent part-time employees.

2.2: **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.

2.3: **Union Security**.

A. Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

B. The UNION will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

C. Deductions for any calendar month shall be remitted to the TPOAM and be sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the UNION, it shall be the responsibility of such employee to obtain appropriate refund from the UNION.

D. The City shall not be liable for the remittance or payment of any sums other that those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the UNION.

E. If there is an increase or decrease in UNION payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

2.4: **Dues Check-Off**.

A. 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 alternative service fee, from the pay of an employee who has signed and delivered to the CITY a written authorization for such deduction on the standard form used by the UNION.

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

2. Any authorization form that 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.

3. 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 Two of the grievance procedure hereinafter provided.

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

B. 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 obligations to the UNION for that month (as defined in Section 2.3 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 that 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.

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

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

2. 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.

D. 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.

2.5: **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.

2.6: **UNION Stewards and UNION Committee**. The CITY agrees to recognize a UNION Committee consisting of two stewards and the UNION Chief Steward and the business agent(s) for the UNION. The CITY agrees to meet with two (2) representatives of the bargaining unit for the purpose of collective bargaining, and with all or a portion of the stewards for the purpose of processing 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 and the Department Head has given such employees permission to leave their work station.

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is absent. The President of the UNION shall be considered the Chief Steward.

The UNION shall keep the City Manager currently advised, in writing, of the stewards and alternate stewards and the departments for which they serve as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the local UNION.

The UNION shall notify the CITY in writing of the name and the organization of the business agent representing them. The UNION shall be permitted to have the business agent present at any meeting, discussion or contact with the CITY.

2.7: **Bulletin Boards**. The CITY agrees to provide a bulletin board in City Hall 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

3.1: **Recognition**. 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 CITY and its employees are vested solely and exclusively in the CITY. 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. This Agreement adopts and incorporates the City of Albion's Employee Policies and Procedures Handbook by reference.

3.2: **Management Prerogatives**. 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.

3.3: **Management Operations**. 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 designated representatives when so delegated by the City Manager.

3.4: **Sub-Contracting**. The CITY shall only subcontract bargaining unit work to cover a long term (3 or more months) paid or unpaid leave of absence of bargaining unit member. At no time will sub-contracting be used to replace or reduce the duties or hours of a bargaining unit member.

ARTICLE IV
NO STRIKE CLAUSE

4.1: 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 of work, concerted use of paid leave time, or 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

5.1: **Definition of 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 an opportunity until the end of the next working day to resubmit a corrected grievance.

5.2: **Verbal Procedure**. An employee may first discuss a grievance with his Department Head and he may request to have his steward present, in which event the Department Head 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 fifth (5th) working day following the last day of discussion of the grievance. The settlement shall be signed by the Department Head 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 5.3 et seq.

5.3 **Written Procedure**.

Step One. If the grievance is not settled through the verbal procedure in Section 5.2, it shall be reduced to writing in accordance with Section 5.1 above, shall state the date it was denied by the Department Head in the verbal procedure, shall be signed by the employee and his steward, and presented to the employee's Department

Head, 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 it shall be deemed permanently settled on the basis of the previous step.

The Department Head shall render his written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward; or, in the regular steward's absence to his alternate, who shall endorse the Department Head'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 UNION, who shall submit it to the City Manager. If the grievance is not so submitted in Step Two by the end of the fifth (5th) working day following its disposition in Step One, it shall be deemed permanently settled on the basis of the previous step.

As promptly as possible after filing of a grievance in Step Two, but no later than ten (10) working days after it is so filed, a meeting shall be held by the City Manager or his designated representative (who may have present the Department Head involved) and the UNION (who may have present the UNION's Business Agent).

After this meeting, written disposition of the grievance shall be given by the City Manager to the UNION no later than the end of the tenth (10th) working day following such meeting.

Step Three. If the grievance disposition submitted to the UNION in Step Two is unsatisfactory and the UNION desires to go to arbitration it may do so provided it makes a written request to the Michigan Employment Relations Commission (MERC) to submit a panel of arbitrators from which one may be chosen in accordance with their rules, and such written request is submitted within fifteen (15) working days after receipt of the Step Two answer and 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. The arbitrator shall not add to, detract from, ignore or change any of the terms of 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 weight 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 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.

5.4: **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 representative in Step One or in Step Two fails to answer a grievance within any time limit set for the herein, the grievance shall be automatically advanced to the next step.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the CITY, a steward (in his capacity as such) shall be paid at his regular straight-time rate for those hours during which he would otherwise have been at work for the CITY. Such investigation or discussion shall be performed without undue loss of working time. Paid time of over four (4) hours for investigating a grievance must be pre-approved by the City Manager or his designee. In no event shall any such UNION representative leave his work for such purpose before first notifying his Department Head or turning his work over to a replacement that shall be provided by the Department Head as promptly as is practical under the circumstances.

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 from employment, self-employment or unemployment compensation.

ARTICLE VI
DISCIPLINE DISCHARGE

6.1: **CITY Rights**. A representative of the CITY may discipline an employee for just cause, 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 Rules of Conduct contained in the City of Albion Employee Policies & Procedures Handbook and Safety Manual shall serve as a guideline concerning the types of employee behavior that is unacceptable. The CITY shall investigate and review the need for disciplinary action in a timely and expedient manner. The CITY will issue discipline within thirty (30) work days from the date that the CITY (Department Head or City Manager) had knowledge of the incident. The CITY can request an extension from the UNION not to exceed 15 calendar days. The extension request to the UNION shall be in writing and shall contain the reason for the extension. The City Manager will be involved in any disciplinary action resulting in suspension or termination.

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

6.3: **Grievance Rights**. In the event an employee in the bargaining unit is suspended from work for disciplinary reasons or is discharged from his employment

after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

6.4: **Reinstatement**. If it is decided that the employee was unjustly suspended or discharged, the CITY shall reinstate and pay whatever compensation to the employee as is decided to be 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.

6.5: **Personnel File**. The employee shall have the right to review his attendance record and the record of disciplinary action in his 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 file.

6.6: **Union Representation**. If an employee is under consideration of, or is to be disciplined, the Supervisor will inform the employee and his 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 will also 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

7.1: **Seniority Defined**.

A. City Seniority is defined as an employee's length of continuous, full-time employment with the City since his last date of hire, where the employee has successfully completed his orientation period as hereinafter provided. "Last Date of

Hire" means the date upon which an employee first reported as a full-time permanent employee since which he 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 leave, or for layoffs due to lack of work or funds.

B. Bargaining unit seniority is defined as an employee's length of continuous, full-time employment within the bargaining unit since his last date of hire within the bargaining unit, where the employee has successfully completed his orientation period as hereinafter provided. "Last Date of Hire" means the date upon which an employee first reported as a full-time permanent employee in the bargaining unit since which he has not quit, retired or been discharged. No time shall be deducted from an employee's bargaining unit seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leave or for layoffs due to lack of work or funds that occurred while the employee was a bargaining unit member.

C. 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.

7.2: **Orientation Period**. All new employees shall be orientation 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 for regular full-time employee status. During the orientation period, the employee has no seniority status and may be terminated at the sole discretion of the CITY without regard to his relative length of service, and without recourse to the grievance procedure. During this period, the employee shall be evaluated and counseled twice, 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. The evaluation may include a recommendation for an extension of the orientation period for up to ninety (90)

calendar days, with mutual agreement with the UNION. Upon the successful conclusion of his orientation period, the employee's name shall be added to the seniority list as of his last date of hire.

Orientation employees, in accordance 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 towards his vacation and longevity pay during his orientation period, which vests only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

The CITY has no obligation to reemploy an employee who is laid off or discharged during his orientation period.

7.3: **Job Transfer**. If an employee is transferred to a position with the CITY which is not included in the bargaining unit covered hereby and he is within six (6) months thereafter transferred again to a position within such bargaining unit, he is deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

7.4: **Loss of Seniority**. An employee covered by this Agreement shall cease to have seniority and shall have his 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. laid off and the recall periods noted below have expired:

- Completion of 1-5 years: 1 year recall rights
- Completion of 5 years or more: 2 years recall rights

E. 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 sick leave (or, thereafter, an even further extension) in

which case he shall not lose seniority until the expiration of his last extension of leave or a total of two (2) years on sick leave, whichever shall first occur;

F. Accepts employment elsewhere while on leave of absence (other than military service), 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 designated starting time on his first work day after expiration of leave of absence, unless the employee has a valid excuse, acceptable to management, for such absence; or

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

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

ARTICLE VIII
LAYOFF AND RECALL

8.1: **Layoff**. Employees shall be laid off according to the following procedures. Orientation employees shall be laid off first.

Thereafter, employees shall be laid off in reverse order of seniority (last hired, first laid off). Senior employees laid off may bump any less senior employee, regardless of position, providing the affected employee possesses the required qualifications, as determined by the CITY, for the job into which they are bumping.

In exercising the bumping rights, an employee shall be deemed to be qualified if after a ten (10) working day training period the employee can satisfactorily perform the required work, as determined by the CITY. The training period may be extended by mutual agreement in writing.

8.2: **Recall**. Employees will be recalled by seniority providing the employee possesses the required qualifications, as determined by the CITY and can perform the available work.

ARTICLE IX
PROMOTION AND ASSIGNMENT

9.1: **New Jobs and Classification Modification**. If during the life of this Agreement, a job classification is created, not included in Appendix A, or an existing job classification is significantly modified, the CITY shall establish the job duties and the rate of pay range applicable thereto and whether or not it is a job within the collective bargaining contract, and shall promptly notify the UNION of its decision.

The classification and applicability of this contract so decided by the CITY shall become permanent at the end of ten (10) working days after such notice is given to the UNION unless the UNION protests. If the UNION believes the pay rate, classification and contract applicability set for the job is out of line in relation to the job classifications and rate ranges covered by this Agreement, the UNION shall request in writing, within five (5) working days after the UNION has been notified that a meeting be held between the UNION and the City Manager for the purpose of discussing the CITY's determinations.

If the UNION so requests such discussions, the UNION and the City Manager shall each expend their best efforts to conclude such discussions in a mutually satisfactory manner within five (5) working days following the UNION's request. If they are unable to do so within such period, the matter shall be referred to the grievance procedure.

If the rate of pay on such a new 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.

9.2: **Job Posting**. A position within a department 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 the position is to be filled, the CITY shall post the job opening within the unit on all employee bulletin boards for a period of ten (10) work days, during

which time an employee may bid for the job by making proper application in the CITY's Human Resources Department for the vacant position. Such notice shall contain the department in which the vacancy occurs, the job description and wage rate. Should the CITY determine that the vacant position is not to be filled, then compensation for any and all residual duties which remain shall become a negotiable item between the two parties.

After the ten (10) workday posting period, the CITY shall review all applications received from within the bargaining unit. The CITY may then decide to fill the position from the applicants available or solicit additional applications from outside the bargaining unit to be added to the list for consideration.

9.3: **Job Performance**. During the first ninety (90) work days in his new job, a successful bidder may elect to return to his former job, if he so desires, or the CITY may at its option, transfer him back to his former job based on an unsatisfactory performance evaluation.

A written performance evaluation shall be completed by the Department Head for all newly transferred employees first at the end of the 45 calendar days, then at the end of 90 calendar days. This performance evaluation shall detail the employee's performance to date in the new job classification. The evaluation at the end of 45 calendar days shall include the Department Head's recommendations concerning the new 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 former job.

9.4: **Temporary/Part-Time Employees and Volunteers**.

A. The CITY may use volunteer workers provided at limited or no cost to the CITY. The CITY may assign college interns, volunteers or community service workers to various tasks for limited periods of time for a specific project, provided, however, that any said persons not covered by this Agreement shall not cause a reduction in the normal work schedule of bargaining unit employees.

B. Employee Definitions.

1. Full-Time Permanent. An employee hired for an indefinite term that is regularly scheduled to work 40 hours per week, 52 weeks per year, exclusive of paid time off. This definition shall also apply to such other full-time permanent work schedules as may be contractually provided for.

2. Part-Time Permanent. An employee hired for an indefinite term of employment working at least 20, but less than 40 hours, on a regularly scheduled basis. The status of a part-time employee shall not become that of full-time unless hired for a full-time position in the normal CITY hiring process. A permanent part-time employee may occasionally work more than 40 hours in a given week. If a permanent part-time employee works more than 40 hours in a given week, and the work is in a FLSA non-exempt position, the employee shall be paid 1.5 times their regular rate for all hours in excess of 40 for that week.

3. Temporary Full-Time. An employee who is hired to work at least 40 hours per week for the duration of a specific period, or project. This definition shall also include "seasonal" employees. Such temporary employees shall only be eligible for those fringe benefits mandated by law.

4. Temporary Part-Time. An employee who is hired to work less than 40 hours per week for a specific period, or project. Such an employee shall only be eligible for those fringe benefits mandated by law.

C. Any change in status from full to part-time, or temporary to permanent, or vice versa, must be approved in writing by the City Manager.

9.5: **Temporary Job Assignment**. The CITY has the right to temporarily assign employees 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 to fill jobs or temporary vacancies or take care of unusual conditions or situations, which may arise. It is understood and agreed that an employee temporarily assigned in accordance with the provision of this section shall not acquire any permanent title or right to the job to which he is temporarily assigned. It is further understood and agreed

that any employee who is temporarily assigned under the provisions of this section and works eight (8) or more hours on the job shall receive the rate of pay for the job to which he is assigned or his regular rate of pay, whichever is higher, for the time spent on said job each time he is assigned thereto and all hours thereafter until he is removed from said job. The CITY agrees not to abuse this provision for the purpose of avoiding the payment of the higher rate of pay. No employee shall assume responsibilities unless assigned thereto by their Department Head or by the City Manager.

9.6: **Training – New Technologies, Equipment and/or Procedures**. The CITY shall provide a reasonable level of training to each incumbent employee in a covered position to enable him to adequately utilize any new technology, equipment 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 existing level of compensation due to inability to satisfactorily complete the offered training.

ARTICLE X
HOURS AND WORK SCHEDULE

10.1: **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 workday will be nine (9) hours per day, which includes the one (1) hour unpaid lunch period.

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.

10.2: **Break Periods**. It is understood and agreed that the timing of a 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 Department Head has the right to determine when a break period may be taken. The CITY will make reasonable accommodations of employee's break requests.

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 exits. Smoking is only permitted in designated areas. Violations of this section are subject to disciplinary action.

10.3 **Overtime.**

A. Non-exempt employees shall be compensated one and one-half (1 ½) times their regular hourly rate for all authorized work performed in excess of eight (8) hours per day and for work performed on Saturday or Sunday, providing forty (40) hours have been worked in the week. Paid time off shall be counted as hours worked.

B. Compensatory time shall be granted upon the mutual agreement of the employee and the CITY and will be computed at one and one-half (1 ½) hours of compensatory time off for each one (1) hour of overtime worked to a maximum of one hundred sixty (160) hours of compensatory time per calendar year. Compensatory time may be converted to cash only on separation from employment with the CITY. Compensatory leave must be taken with prior approval of the employee's supervisor. Such approval shall not be unreasonably withheld.

10.4: **Overtime Work Requirement**. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community required that under certain circumstances it will be necessary to require employee to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonable possible under the circumstances.

10.5: **Computation of Overtime**. The regular rate as set forth in Appendix B will be used as the basic rate in the computation of overtime.

ARTICLE XI
WAGES

11.1: **Wages**. The Wage Plan and position classifications are contained in Appendix B of this contract.

11.2: **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.

11.3: **Pay Period**. The normal pay period commences at 12:01 A.M. on Sunday of each payroll period. Employees will be paid on a bi-weekly pay period basis.

ARTICLE XII
FRINGE BENEFITS

12.1: **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 with 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

A. 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.

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

12.2: **Retirement**.

A. Pension Plan. For employees who were bargaining unit members prior to January 1, 2000, the pension plan shall be the MERS B-3 Plan, with F-55 Option Early Retirement after twenty-five (25) years of service. Employees covered by this plan would not be required to make any employee contribution to the program currently. If future actuarial studies by the MERS actuary require that contributions will be required by the CITY (and/or employees) to fund this improved benefit, the employees who are covered thereunder shall be required to contribute to said contributions to a maximum of two (2%) percent, or the amount of required contributions, whichever is less, of covered compensation. Should such contributions be required, the covered employees shall have a phased in contribution, beginning with five-tenths (0.5%) percent of pay effective thirty (30) days after the CITY is notified by the actuary and MERS that added contributions are required and increased with the first pay period of each subsequent calendar year until the two (2%) percent maximum contribution is reached. Such employee contributions shall be terminated effective thirty (30) days following any notification by MERS and the actuary that contribution are no longer required.

B. Defined Contribution Plan. Employees who become member of the bargaining unit, and are full-time employees of the City of Albion after January 1, 2000, 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.

C. Social Security. All employees in the Albion Clerical Alliance are covered by Social Security pursuant to federal law. Employee pension programs shall be separate from Social Security and shall not be integrated nor equated with Social Security.

D. Retiree Health Insurance.

1. For employees having ten or more years of service by December 31, 2007 the CITY shall provide a cash supplement to eligible retirees to assist the employee in purchasing group health coverage. The retiree may purchase coverage through the CITY group plan if allowed by the carrier and/or federal or State law; or through any federally or State provided program. The retiree shall be responsible for costs of such coverage above the specified dollar supplement and failure to pay such costs in the manner and time frame specified by the employer shall result in loss of coverage. Any reinstatement after such loss of coverage shall be available only at the time and in the manner required by the insurance carrier.

The Health Care premium supplement shall be as follows:

Years worked for the City of Albion (full-time)	**Supplement (limited to amount for single coverage**
10+ to 15 years	$150/month or ½ of the two person rate, whichever is less
15+ to 20 years	$200/month or ½ of the two person rate, whichever is less
20+ to 25 years	$250/month or ½ of the two person rate, whichever is less
25+ years	$300/month or ½ of the two person rate, whichever is less

An eligible retiree is an employee who retires after the effective date of this Agreement and who satisfies all the following requirements, or who has achieved the required number of years of service and is a member of the DC Plan.

a. The employee has retired and is receiving benefits under the CITY's MERS Plan(s) or any subsequent retirement plan approved by the CITY.

b. The retiree has ten (10) years full-time service with the CITY and is at least 55 years of age, but less than the Medicare eligibility age.

c. The retiree is not receiving health insurance coverage from another employer or through the spouse of the retiree. In order to avoid duplicate coverage, the eligible retiree will sign a disclosure on the form provided before any premiums are paid by the CITY. The retiree shall cease to be eligible for benefits of this section during such periods of time that the retiree is covered under another health insurance program.

2. Eligible retirees receiving CITY health contributions under this section shall be allowed to continue the CITY's health insurance plan at their own cost (to the extent that the full premium is not covered by the CITY's contribution between the ages of 55 and the Medicare eligibility age). To continue such coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

3. The retiree must apply for Medicare (or any other government sponsored health insurance program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored health insurance program).

4. Any funds established by the City to provide this benefit shall be vested solely in the CITY and no employee or eligible retiree shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage upon retirement shall belong exclusively and entirely to the CITY.

5. Eligibility, coverage and benefits from the above insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds

on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the CITY ceases any employer provided health insurance policy. In such case, the CITY shall pay directly to the eligible employee the dollar amount being paid per the above formula. The CITY retains the right to change insurance programs, modify coverages, and/or terminate insured programs. If a national or State health plan is mandated and the CITY is required to cover the cost of said program, there will be no payment to the retiree by the CITY.

6. Eligible retirees will have the option of receiving additional coverage (which is provided by the City to active employees) if permitted by carriers and/or federal or State law at the retiree's cost in addition to the coverage provided for in this section. The additional premium cost shall be the obligation of the retiree. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

7. The CITY shall provide a cash supplement to reimburse the employee purchasing Medicare Part B coverage, or its successor, to the actual cost of Medicare Part B (or successor) premium, or $75/month, whichever is less:

Years worked for the City of Albion (full-time	Supplement
10+ to 15 years	$2/month per year of service
15+ years	$3.50/month per year of service over 15 years

8. For employees with less than ten (10) years of service as of December 31, 2007, the following retiree health insurance program shall be provided: All employees in the bargaining unit shall participate in a Retiree 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 per year to the plan. Note: Employees with less than 10 years' service will no longer make a 2% contribution to the post-retirement health care premium supplement fund.

12.3: **Medical Insurance**.

A. 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 C). 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 agrees, for the life of the agreement, that the CITY will contribute the following amount per month of the total cost (including premium, deductible amount, account fees and taxes) for such insurance coverage for the employee and his dependents.

FISCAL YEAR	EMPLOYER %	EMPLOYEE %
2018	90%	10%
2019	90%	10%
2020	90%	10%

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. The insurance plan is provided subject to any changes the carrier makes to the plan during the term of this Agreement.

B. Any funds established by the CITY to provide for medical insurance shall be vested solely in the CITY and no employee shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding sources identified or become available, regardless of the means, any such

funds established for the purpose of providing medical coverage shall belong exclusively and entirely to the CITY.

C. Eligibility, coverage and benefits under any of the insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured, or ceases any employer provided health insurance policy, or a national or State health plan is mandated which covers CITY employees and retirees.

D. In the event of a no-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 leave or for a period of three (3) months during said disability, inclusive of time off covered under the Family Medical Leave Act (FMLA), whichever period is greater. The employee may be able to continue coverage under the terms of COBRA.

E. The CITY agrees to provide for the continued premium payments of the medical insurance for one (1) year from the date of any work-incurred injury with resulting incapacity to work. The employee may be able to continue coverage under the terms of COBRA.

F. The CITY reserves the right during the term of this Agreement to coordinate the medical coverage provided with any programs or mandates approved at the State or Federal level.

G. The City and the Union agree to meet and confer in the event there are any changes in the Affordable Care Act (ACA) during the term of the agreement.

12.4: **Life Insurance**. The CITY will provide, at its sole cost, life insurance coverage in the amount of twenty-five thousand ($25,000) dollars for each employee covered hereby who is eligible therefore under the standard rules of the insurance carrier selected by the CITY.

Employees may, at their option, purchase additional amounts allowed under the insurance carrier's program. The CITY will not provide any life insurance coverage at

its expense to retirees. Employees will pay the actual cost to purchase additional life insurance coverage and the CITY will not charge any administrative fees for providing this additional insurance coverage.

Retiree life insurance can be purchased by the retiree at their cost under the terms of the insurance carrier.

12.5: **Workers' Compensation**. Pursuant to Michigan law, the CITY provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby.

A. 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.

B. 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.

C. After the twenty-six (26) weeks discussed in sub-section B 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.

D. 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 workers' 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.

E. 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.

As a result of the delay in receiving payment under the workers' 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.

At the request of the City the Union agrees to meet and confer with the City during the term of this agreement over a City proposal to modify the Worker's Compensation

language in regards to a payroll modification which shall remain cost neutral to the employee.

12.6: **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.

12.7: **Opt-Out of Medical Insurance**.

A. 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 health insurance coverage may do so provided he:

1. Obtains proof of insurance through his spouse's policy noting an effective coverage date.

2. Sets up an appointment with the Human Resources Coordinator to provide proof of insurance coverage under the spouse's policy and signs the City of Albion's cancellation of insurance form.

B. Re-enrollment in the CITY's health care plan shall be provided for in April during open enrollment should an employee wish to reinstate his insurance coverage. Other than during the open enrollment period, an employee cannot re-enroll back into the CITY's health care plan except under a qualified life event change as defined by the insurance carrier. A qualified life event change generally includes the following

1. Spouse loses medical coverage
2. Death of spouse
3. Birth/adoption of a child
4. Marriage or divorce

Any employee electing to participate in the opt-Out plan will be paid $1,800.00 in two equal installments of $900.00. The first payment will be made after six (6) months without hospitalization coverage and the second payment after one year without hospitalization coverage. There will be no partial payments or pro-rata

payments for employees who request to get back into CITY hospitalization coverage once they have opted out.

12.8: **Tuition Reimbursement**. Subject to budget availability, the CITY will grant tuition reimbursement for continuing education in the amount of one-half (1/2) of the actual cost of the individual classes taken, including required books to a maximum of $1,000.00 per year per individual employee. To be eligible for this reimbursement, an employee must pass the course with a C or better and have received written approval from the Director of the Finance Department 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.

12.9: **Educational Incentive**. Represented employees shall be paid an educational bonus for degrees earned in related courses. Such incentive bonus shall not be considered when calculating the employee's regular hourly rate of pay. The amount of education bonus shall be as set forth below:

A. An earned Associates Degree shall receive a one-time bonus of $500.

B. An earned Bachelor's Degree or higher shall receive a one-time bonus of $500.

ARTICLE XIII
LEAVE TIME

13.1 **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, Jr. Day, President's 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. 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 period of his scheduled work hours on the last day before and on the first work day after such full holiday. Paid time off shall be counted as hours worked.

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.

13.2: **Vacation Pay**. On each anniversary of their seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

1-5 years	3.39 hours of vacation accrual per pay period (max 88 hrs.)
6-14 years	4.93 hours of vacation accrual per pay period (max 128 hrs.)
15-24 years	6.47 hours of vacation accrual per pay period (max 168 hrs.)
25+ years	7.08 hours of vacation accrual per pay period (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, compensatory time, workers compensation time, sick time, funeral leave, etc.) the number of hours indicated in the table above for paid vacation time. If an employee had credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited vacation time for the 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 vacation at any time during the year in which he is eligible for vacation. The CITY will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his mind and requests a different time for vacation than originally requested, his 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.

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. Normally, vacation time will not accumulate from one year to the next, except for unusual conditions or situations as determined by the City Manager. In such cases, the City Manager may grant carryover vacation time not to exceed two (2) weeks. Vacation time may be used in one-half (1/2) day increments with prior approval from the employee's supervisor.

If an employee has at least two (2) weeks before the starting day of his vacation turned into the City Clerk a request for vacation pay, (on the form available from the City Clerk), he will receive his vacation pay before his vacation.

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

13.3: **Military Service Leave**. The CITY and the UNION agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his 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 his own request) will be paid the difference between the amount he receives from military service and the amount he would have received had he worked his scheduled time for the period of his 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 call to active duty as promptly as practical, and must provide the CITY satisfactory evidence of his performance of the military service and his military pay.

13.4: **Jury Duty**. An employee who has been selected by a State or Federal court to serve on jury duty will be paid the difference between the amount he receives as

compensation for such service and the amount he would have received had he worked his scheduled time for the period of their jury duty.

To be eligible to receive this wage supplement, an employee must give the CITY notice of their call to jury duty as promptly as practical, and must provide evidence of their performance of jury duty and their jury duty pay. If an employee does not have to report for jury duty on a given day and they are scheduled to work they must report to their regular workstation.

13.5: **Personal Business Leave**. An employee shall have the right to make written application for leave of absence without pay 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) calendar days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

On January 1st of each year, an employee shall accrue the right to have two (2) personal days off during the calendar year. Personal leave days shall not be carried over to the following year, nor shall they be transferred or otherwise added to an employee's accumulated sick or vacation leave. Employees must request and obtain permission from their supervisor before using a personal day leave.

13.6: **Disability Leave**. If an employee is ill or suffers an injury requiring absence from work and all paid time off credits have been exhausted, the employee will, on written application supported by a physician's certificate as to the necessity for leave, be granted a sick leave of absence. In addition to the three months provided for under FMLA, a health care benefit paid, total leave may be extended up to a total of one (1) year (9 months without pay or benefits). In the event the illness or injury is subject to workers' compensation, the CITY will maintain the employee's medical benefit for up to one year.

An employee returning from sick leave of absence may be required by the CITY to furnish a physician's statement as to his unlimited or unrestricted fitness for the work to which he will be assigned.

13.7: **Union Business Leave**. An employee who is elected or appointed to a position in the UNION, shall be allowed to leave for the purpose of attending a convention, conference or educational seminar. The employee will take this leave using their own time (vacation, comp time, etc.), provided that all the following have occurred:

A. the request is in writing, and
B. submitted by the Chief Steward of the UNION to the City Manager, and
C. states the general purpose for which UNION business leave is requested, and
D. the employee can be spared from his 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.

13.8: **Time-Off Pay Increment**. An employee hired before January 1, 2004 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, compensatory time, workers' compensation time, sick time, 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, as herein provided.

An employee hired after January 1, 2004 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, compensatory time, workers' compensation time, sick time, 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 and eighty (480) hours of such credit which shall be used only for sick time, as herein provided.

An employee hired before January 1, 2004, who is leaving the service of the CITY though retirement, excluding deferred retirement, will be paid in one lump sum for a maximum of seven hundred and twenty (720) hours of unused accumulated time off at the rate of sixty-five (65%) percent of the accumulated credit at his wage rate in effect on the date of his retirement for each hour of such accumulated credit. Upon death of an employee, his survivors will be paid in one lump sum for the maximum seven hundred and twenty (720) hours of unused time-off, which then remain to his credit at the rate of sixty-five (65%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

An employee hired after January 1, 2004, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid in one lump sum for a maximum of four hundred and eighty (480) hours at the rate of fifty (50%) percent of the accumulated credit at his wage rate in effect on the date of his retirement for each hour of such accumulated credit. Upon the death of an employee, his survivors will be paid in one lump sum for the maximum four hundred and eighty (480) hours of unused time off which then remain to his credit at the rate of fifty (50%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

13.9: **Sick Time with Pay**. 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 work shift, thus limiting the time off need for the appointment. If more than four (4) hours of sick time is requested for a medical appointment, the employee may be asked to explain in writing the need for the extra time and may be asked to supply a written confirmation from the doctor's office verifying the date and time of the appointment.

During the period of absence from work because an employee suffered a no 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 paid time-off credit.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of and gaining approval for expected time off and must promptly make claim for sick time charge against his paid time-off credit on a form available in the department. Also, the CITY may require a medical doctor's statement to support the necessity for 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 unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

13.10: **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, grandchildren
- Two (2) days for step-parents, grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of 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.

13.11: **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

14.1: All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial orientation period) reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

For purposes of this agreement, a resident is defined as follows:

One who establishes and occupies a dwelling within the corporate City limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Members of the bargaining unit agree to abide by the requirements of Section 5.14 of the City of Albion Employee Policy and Procedure Manual, EXCEPT: If the City of Albion makes any exception to Section 5.14 for any future hiring of a regular

employee, then members of the bargaining unit shall be entitled to the same exemption for the duration of the contract.

A regular employee is as defined in the Employee Policy and Procedure Manual (June 2000), 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.

Employees employed in the bargaining unit before March 27, 1983 (except as set forth in the paragraph below) shall reside within the City limits, and in no case further than within a twenty (20) mile radius of the City limits.

Employees employed in the bargaining unit before March 27, 1983 who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident

of and reside within twenty (20) miles of the corporate City limits of the City of Albion, Michigan. The building of a new structure on the same parcel of land, on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

Hardship Exemption. The CITY agrees to consider a hardship exemption from residency under the following conditions:

1) A hardship exemption will be considered where an employee's immediate family member, who resides outside the CITY, needs in home medical and/or physical care and/or assistance; or

2) Where an employee's parent's home, or an employee's parent's farm, requires the employee to reside there for maintenance, security, or to operate the parent's farm.

3) Where an employee's spouse is also employed by a public entity with a residency requirement.

Written approval by the City Manager of an application for exemption from residency is required after submission of required documentation, in affidavit form. The duration of such exemption from CITY residence shall be dependent on the specific case circumstances. An employee who files a false affidavit, or fails to return to CITY residency, if the exemption trigger ends, is subject to discipline up to and including termination.

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

15.1: **Addresses and Telephone Numbers of Employees**. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep the CITY currently advised of his correct current mailing address and of his 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 Human Resources Director and terms such form there, duly completed. The CITY shall give the employee a receipt for his notice of change of address or of telephone number at the time he turns in such completed form.

In 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 Human Resources Director, City Hall, 112 W. Cass Street, Albion, Michigan 49224.

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 failure to receive notice caused by his not following the change procedures set forth above.

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

15.3: **Separability**. If any provision of this Agreement be held invalid under existing State or federal law, the remainder of this Agreement shall not be affected thereby.

DURATION OF AGREEMENT

16.1: This Agreement shall remain in full force and effect from October 1, 2017 until 12:00 midnight September 30, 2020, and for annual periods thereafter unless either party hereto, shall at least sixty (60) days prior to September 30, 2020, 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, 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 January, ~~2017~~. 2018

FOR THE UNION:

Gregg Allgeier, Business Agent

Eric Tobin, President

Bonnie Edmonds, Vice President

FOR THE EMPLOYER:

Garrett Brown, Mayor

Jill Domingo, City Clerk

Sheryl L. Mitchell, City Manager

APPENDIX A

Accountant – Payroll	Non-Exempt
Accountant – Income Tax	Non-Exempt
Accountant – General	Non-Exempt
Administrative Support Services	Non-Exempt

*The position of Public Safety Record and Human Resources Clerk shall not fall into the positions and/or classifications described in this Appendix, and is therefore specifically exempted from and will not be subject to this collective bargaining agreement so long as the position continues to have Human Resources duties and responsibilities.

APPENDIX B

ALBION CLERICAL ALLIANCE POSITIONS

October 1, 2017 to September 30, 2020

2% INCREASE

Effective Date 1-1-2018	**STEPS IN DESIGNATED POSITION**					
POSITION	**START**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Accountant – Payroll	$35,334.83	$36,219.77	$38,030.76	$39,932.30	$41,928.92	$42,767.49
Accountant – Income Tax	$35,334.83	$36,219.77	$38,030.76	$39,932.30	$41,928.92	$42,767.49
Accountant – General	$33,802.92	$34,815.61	$36,556.39	$38,384.21	$40,303.42	$41,109.49
Admin Support Services	$28,249.11	$28,575.59	$30,938.97	$32,485.92	$34,110.21	$34,792.41

Effective Date 1-1-2019	**STEPS IN DESIGNATED POSITION**					
POSITION	**START**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Accountant – Payroll	$36,041.53	$36,944.17	$38,791.38	$40,730.95	$42,767.50	$43,622.84
Accountant – Income Tax	$36,041.53	$36,944.17	$38,791.38	$40,730.95	$42,767.50	$43,622.84
Accountant – General	$34,478.98	$35,511.92	$37,287.52	$39,151.89	$41,109.49	$41,931.68
Admin Support Services	$28,814.09	$29,147.10	$31,557.75	$33,135.64	$34,792.41	$35,488.26

Effective Date 1-1-2020	STEPS IN DESIGNATED POSITION					
POSITION	**START**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Accountant – Payroll	$36,762.36	$37,683.05	$39,567.21	$41,545.57	$43,622.85	$44,495.30
Accountant – Income Tax	$36,762.36	$37,683.05	$39,567.21	$41,545.57	$43,622.85	$44,495.30
Accountant – General	$35,168.56	$36,222.16	$38,033.27	$39,934.93	$41,931.68	$42,770.31
Admin Support Services	$29,390.37	$29,730.04	$32,188.91	$33,798.35	$35,488.26	$36,198.03

Note:

1) For new hires or transfers, the CITY reserves the right to place the applicant on the wage scale based on the CITY's evaluation of the applicant's experience and qualifications.
2) Each step is met by completing one year of satisfactory performance before moving to the next step.
3) Effective upon mutual ratification all bargaining unit members shall receive a one-time two hundred and fifty dollar ($250.00) signing bonus payable in the pay period following City ratification.

APPENDIX C

MEDICAL INSURANCE – SUBSTANTIVE PROVISIONS

Community Blue PPO-5 – Substantive Provisions (see Article XII, Section 12.3A)

A. $2,000/$4,000 deductible*
B. Stop loss - $1000/$2000
C. SBSHA PLAN $20/$60/50% - $80/$100 max Prescription Drug Co-Pay
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 ~~medical~~ calendar year.

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

APPENDIX D
DRUG AND ALCOHOL FREE WORKPLACE

Members of the Albion Clerical Alliance will adhere to the guidelines and rules of a Drug and Alcohol Free Workplace as contained in the City of Albion Employee Policies and Procedures Handbook and Safety Manual. Said section reads as follows:

Drug and Alcohol Free Workplace

As used in this Drug-Free Workplace Policy, the following terms have the meaning given to them herein, unless the context requires otherwise:

- "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulations 21 CFR 1300.11 through 1300.15.
- "Conviction" means a finding of guild (including a plea of nolo contend ere), imposition of a sentence, or a placement into a treatment program in lieu of a sentence, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug and alcohol statutes.
- "Criminal Drug Statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- "Drug-Free Workplace" means a site for the performance of work done in connection with specific grant at which employees of the grants are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.
- "Federal Agency" or "Agency" means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch, including the Executive Office of the president, or any independent regulatory agency.

It is the policy of the City of Albion to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, or alcohol, is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of these prohibitions.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug and/or alcohol use in the workplace;

2. The City's policy of maintaining a drug and alcohol-free workplace;

3. Any available drug and alcohol counseling, rehabilitation, or employee assistance programs; and

4. The penalties that may be imposed upon employees for drug or alcohol use violation occurring in the workplace.

C. Making it a requirement that each employee be given a copy of this policy.

D. Notifying the employee that as a condition of employment the employee will:

1. Abide by this policy; and

2. Notify the City of any criminal drug or alcohol statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.

E. Taking one of the following actions within 30 days of receiving notice with respect to any employee who is convicted:

1. Taking appropriate personnel action against such employee up to and including termination; or

2. Requiring the employee to participate satisfactorily in a drug or alcohol abuse assistance or rehabilitation program approved for such purposes by a Federal, State, local, health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A through E above.

G. The City of Albion reserves the right to require drug testing in cases where there is a reasonable suspicion of violation of this policy. Refusal to submit to drug testing may be grounds for disciplinary action up to and including termination.

H. The City reserves the right to institute random drug testing at any time.

As part of the disciplinary procedure for enforcement of the Drug and Alcohol Free Workplace guidelines and rules, the City shall make use of the attached Last Chance Agreement for promoting rehabilitation of employees in violation of said rules.

LAST CHANCE AGREEMENT
CITY OF ALBION

Employee Name:_____, (hereinafter referred to as "Employee") has violated the City of Albion's Drug and/or Alcohol Policies for which he understands the penalty may be discharge. The City, however, is willing to retain the Employee at this time under the following conditions, and the Employee specifically agrees that his reinstatement or continued employment is specifically contingent upon these conditions:

1. The Employee must complete a rehabilitation program approved by the City. The Employee shall be responsible for the cost of any such program, but may take advantage of any insurance benefit that may be available. Failure to attend, participate in good faith and successfully complete any treatment prescribed by such program will be considered a violation of this Agreement and will subject the Employee to immediate termination.
2. The Employee authorizes any agency to which he may be referred to provide any and all information to the City regarding his attendance, participation, testing and cooperation with all phases of counseling, treatment, etc.
3. The Employee agrees to submit to unannounced drug and/or alcohol testing at any manner and frequency as determined by a substance abuse professional for a period of twenty-four (24) months from the date of the reinstatement of the Employee to the regular work schedule. The Employee agrees that all results from any drug and/or alcohol testing performed pursuant to this Agreement shall be released to the City. The Employee agrees to execute any release, consent or other document required for the release of the information described in this paragraph to the City. Refusal to submit to testing, adulteration of a sample or a test

detection of metabolites for an illegal drug and/or alcohol, at any level will result in the Employee's immediate discharge.

4. The Employee agrees that he will be suspended without pay from the date of his suspension until the date he is reinstated and resumes regular work activities. The Employee may, at the discretion of the City, be allowed to use sick time, vacation and compensatory time while undergoing rehabilitation. The City will continue to maintain the Employee's medical and life insurance coverage during the period of rehabilitation. However, the Employee will not accrue sick and/or vacation time during the rehabilitation period.
5. Employee releases the City and Union from all liability and claims Employee may have had or now has with respect to his employment with the City whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.
6. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this Last Change Agreement. This Last Chance Agreement is freely and voluntarily entered into by all parties without duress or coercion.
7. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
8. In the event Employee grieves and attempts to appeal to arbitration his discharge because of the violation of any condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the City.

Dated: _____, 20_____

By: _____

Its: City Manager

I have read, understand and agree to the above.

Dated: _____, 20_____

By: _____

(Employee Name)