

AGREEMENT  
BETWEEN  
THE MARQUETTE CITY COMMISSION  
AND  
SUPERVISORY EMPLOYEES  
LOCAL #1852, MICHIGAN COUNCIL 25  
AFSCME, AFL-CIO

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This Agreement made and entered into on this 1st day of July, 2008, by and between the Marquette City Commission, hereinafter referred to as the "Employer", and the Supervisory Employees Chapter of Local #1852, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

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

#### **ARTICLE 1 - PURPOSE AND INTENT**

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

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

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

#### **ARTICLE 2 - UNION REPRESENTATION**

##### **A. Chapter Chairperson and Steward**

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

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

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

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

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

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

**ARTICLE 3 - RECOGNITION CLAUSE**

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

- A. The term “employee” when used in this Agreement shall refer to and include only those supervisory employees who are included in the collective bargaining agreement.
- B. The Union acknowledges that the recognition of the Employer is limited to the exclusive representation of the supervisory employees employed in the collective bargaining unit.

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

- 1. Supervisor, Street Maintenance –Public Works
- 2. Supervisor, Equipment Maintenance – Motor Pool
- 3. Supervisor, Water Distribution – Water Distribution
- 4. Supervisor, Parks & Recreation – Parks & Recreation
- 5. Supervisor, Cemetery Maintenance, Parks & Recreation
- 6. Supervisor, Sewer Maintenance – Public Works
- 7. Supervisor, Wastewater Treatment Plant
- 8. Supervisor, Water Treatment Plant
- 9. Supervisor, Arborist – Public Works

**ARTICLE 4 - MANAGEMENT RIGHTS**

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

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities;

- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of work force and increase or decrease its size;
- F. To hire, assign, and lay off employees, to reduce the work week or the work day;
- G. To permit municipal employees, not included in a bargaining unit, to perform bargaining unit work only in the case of emergency;
- H. To direct the work force, assign work and determine the number of employees assigned to operations;
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- J. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- K. To establish work schedules;
- L. To discipline and discharge employees for cause;
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs;
- N. To transfer, promote and demote employees with proper justification;
- O. To assess the qualifications and competency of employees to perform available work;

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

**ARTICLE 5 - AID TO OTHER UNIONS**

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

**ARTICLE 6 - UNION SECURITY (AGENCY SHOP)**

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

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

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

**ARTICLE 7 - DUES CHECK-OFF**

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

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

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

**ARTICLE 8 - REPRESENTATION FEE CHECK-OFF**

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

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

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

**ARTICLE 9 - REMITTANCE OF DUES AND FEES**

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

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

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

#### **ARTICLE 10 - SPECIAL CONFERENCE**

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

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

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

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

The area staff representative may attend such special conferences.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

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

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

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

3. There shall be one original grievance which will be passed on from step to step in the grievance process; however, copies may be made at the various steps. The initiating party is responsible for retaining the original grievance form with any attachments until the grievance is resolved or arbitrated. Once resolved, the original documents will then be filed in the Human Resources Department.

4. For the purpose of this Article, holidays and benefit time will be excluded from all time limits for both parties.

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

6. Grievances involving suspension or discharge shall commence at Step 2 in accordance



with the discharge and suspension article.

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

**B. Employee Grievances**

**Step 1 – Department Head**

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

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

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

**Step 2 - Human Resources Director**

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

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

**Step 3 - City Manager**

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

**Step 4 – Arbitration**

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

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

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

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

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

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

#### **ARTICLE 12 - COMPUTATION OF BACK WAGES**

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

#### **ARTICLE 13 - DISCHARGE AND SUSPENSION**

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

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

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

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

#### **ARTICLE 14 - PROBATIONARY EMPLOYEES**

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

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

B. An extension of the probationary period for a period not to exceed two months, may be

added to the original 180 days limit, provided, such extension is necessary to evaluate the employee's performance, and is mutually agreed to, in writing, by the Union and by Management. Job performance and extenuating circumstances shall be grounds for such extension.

**C. New Hires**

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

**ARTICLE 15 - SENIORITY**

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

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

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

D. For the purpose of this Agreement, departments are defined as:

- Public Works
- Water Distribution
- Parks and Recreation
- Water and Wastewater Treatment Plants
- Motor Pool

**Seniority Lists**

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

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

**Seniority of Officers and Stewards**

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

**Loss of Seniority**

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

- A. Resigns or retires;
- B. Is discharged and the discharge is not reversed by the grievance procedure;

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

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

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

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

**Transfers**

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

**ARTICLE 16 - LAYOFF DEFINED**

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

**ARTICLE 17 – JOB POSTING, BIDDING PROCEDURES**

**A. Job Posting**

1. All vacancies and/or newly created positions within the bargaining unit shall be posted within fourteen (14) calendar days from the date the position becomes vacant. Nothing herein shall be construed in any way which will detract from the right of management to determine when a vacancy exists within any department. The employer agrees that whenever a determination is made that a vacancy does not exist, or a consolidation of positions will occur, the Union will be so notified at a special conference which shall be scheduled within fourteen (14) days of said determination.

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

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

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

## **B. Bidding Procedures**

1. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of ability, qualifications, and seniority. The senior employee in the bargaining unit applying for the position who meets the minimum requirements shall be granted a one-hundred fifty (150) calendar day trial period to determine his ability to perform the job.

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

3. During the one-hundred fifty (150) calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee, if requested, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

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

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **A. General Provisions**

1. Employees shall accrue seniority while on an approved leave of absence granted by the provisions of this agreement. Employees on an approved leave of absence shall be returned to the position they held at the time the leave of absence commenced, or to a position to which their seniority entitles them.
2. Employees may not take time off from work which is not authorized by the terms of this agreement, except by mutual agreement of the parties involved.

### **B. Military Leave:**

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

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

### **C. Union Business:**

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

D. Family Medical Leave Act (FMLA):

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

**Substitutions of Paid Leave for FMLA Leave:**

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

E. Unpaid Leaves of Absence

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

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

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

1. Employees will have to pay the premiums for their health/dental/vision/prescription drug and life insurance after twelve (12) weeks.
2. For leaves for the need to care for a child, spouse, or parent (but not parent-in-law), the employee must use all accrued leave time upon the completion of the initial twelve (12) week leave.
3. For leaves for the employee's serious condition, the employee must use any remaining leave time upon the completion of the initial twelve (12) week leave.

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

**ARTICLE 19 - RATES FOR NEW JOBS**

When a new job is created, the Employer will notify the Steward of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall become subject to negotiations.

**ARTICLE 20 - JURY DUTY**

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

## **ARTICLE 21- WORKING HOURS**

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

## **ARTICLE 22 - TIME AND ONE-HALF COMPENSATORY TIME/DOUBLE TIME**

### **General Provisions**

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

### **Time and One-Half**

Time and one-half will be paid as follows:

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

B. For all hours worked on holidays.

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

### **Compensatory Time**

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

For the purpose of compensatory time only, a calendar year shall be defined as December 20<sup>th</sup> of one year to December 19<sup>th</sup> of the following year.

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

### **Double Time**

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

## **ARTICLE 23 - WORKERS' COMPENSATION**

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees to pay for work related injuries without charging benefit time for eighty (80) working hours.

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

**ARTICLE 24 - HOLIDAY PROVISION**

A. The paid holidays are designated as:

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

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

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

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

Employees will be paid for holidays during their probationary period.

**ARTICLE 25 – BENEFIT TIME**

A. General Provisions

1. Employees will accrue benefit time as paid time-off from work.
2. A maximum of 1,100 benefit hours may be accumulated by employees as of July 1 of each year, any hours over 1,100 benefit hours will be forfeited at that time.
3. Employees will be awarded benefit time, accrued per pay period, according to the Annual Employee Benefit Time Schedule.

Annual Employee Benefit Time Schedule

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



18 years	33 days / 264 hours
19 years	34 days / 272 hours
20 years or more	35 days / 280 hours

4. Employees will have the annual option to be paid for accumulated benefit time not to exceed five percent (5%), in one percent (1%) increments, of their base pay [(2080 hours x hourly rate) x .05], provided they maintain a minimum of 240 benefit hours. To exercise this option, the employee must submit a request to the Human Resource Director by the end of the calendar year (12/31) to be implemented and paid by the following July. Once submitted, the employee will not be able to increase the request to a higher percentage for the said year.

**B. Scheduling Benefit Time**

Except by mutual agreement the following is required:

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

1. Request of benefit time shall be made to the designated supervisor, and in their absence request shall be made to the Department Head.
2. Scheduling of benefit time will be dependent upon the operations and staffing needs of the department and available benefit time accrual. Approvals will not be unreasonably denied.
3. During the month of January each calendar year employees will be able to request in writing benefit time for that calendar year. After January 31, the employer will respond to written requests on a first submitted basis. Such responses shall be in writing from the employer.
4. Scheduling for benefit time shall be accomplished and posted by the third week in February and if at that time requests cause a conflict in scheduling, the employee with the highest seniority within the Department shall be granted preference of benefit time.
5. An employee will be allowed to use benefit time as necessary for bereavement.

**C. Unscheduled Benefit Time**

1. An occurrence is any unscheduled benefit time which is not mutually agreed upon by the employer.
2. Unscheduled utilization of benefit time including consecutive days off without prior authorization will be considered one occurrence.
3. In the event an employee has six (6) occurrences in any twelve month period, the employer may notify the employee and the union, in writing, that it suspects possible abuse of benefit time and may thereafter require a physician certificate regarding the employee's future claims of unscheduled utilization of benefit time.
4. An employee may be required to furnish physician's return to work certificate or other documentation, verifying the need for absence, whenever four (4) or more consecutive unscheduled benefit days are claimed. Reasons for the required documentation will be explained to the employee at the time of notification of the requirement and will be

documented in writing thereafter. Employees failing to provide the required verification may not be permitted to return to work, be entitled to receive paid benefit time for such an occurrence and/or may be subject to disciplinary action.

5. Normally notification for utilization of benefit time for illness, injury or emergency shall be provided prior to the start of each and every scheduled shift, so as to enable the employer to adequately schedule the workforce. For notification purposes, contact will be made to the normal designated replacement.

D. Payment Upon Separation: Upon separation of employment, all accumulated benefit time will be paid to the employee (or the employee's personal estate in the event of the employee's death). Payment will be made at the employee's hourly rate at the time of separation.

#### **ARTICLE 26 – PAY PERIODS/DIRECT DEPOSIT**

##### **A. Pay Periods**

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

##### **B. Direct Deposit**

All employees will be required to utilize direct deposit for payroll purposes.

#### **ARTICLE 27 – HEALTH/DENTAL/VISION/PRESCRIPTION DRUG COVERAGE**

##### **A. Coverage**

1. Plan Year July 1, 2008 through June 30, 2009:

a. Effective July 1, 2008 until implementation of the "Core Plan" insurance coverage set forth in Article 27.A.2. below, the Employer will pay, subject to applicable employee premium contributions, the premiums at the rates effective July 1, 2008, for health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage for each Eligible Employee and their eligible dependents, at the benefit levels comparable to those in existence prior to the signing of this Agreement.

b. Upon implementation of the "Core Plan" insurance coverage set forth in Article 27.A.2. below by April 1, 2009, each employee will receive a cash bonus of \$1,000.00.

2. Plan Years July 1, 2009 through June 30, 2013:

Effective July 1, 2009 through June 30, 2013, the Employer will pay the full premiums, subject to the applicable Employee Premium Contribution set forth in Article 27.C. below, for health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage for each Eligible Employee and their eligible dependents, at the benefit levels set forth in Appendix C. Such coverage shall be known as the Employer's "Core Plan".

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

##### **B. General Provisions**

1. "Eligible Employees" for purposes of this Article 27 are regular full-time employees. Coverage will commence for Eligible Employees and their eligible dependents on the first of the month following the date of hire unless modified by letter of agreement. An employee

remains an "Eligible Employee" in the event the employee is absent as a result of any injury or illness or while the employee is laid off for a maximum of a twelve-week period.

2. To receive insurance coverage, an Eligible Employee must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier(s) following notification of such change by the Employer (or the employee's eligibility date, if later).

3. Unless otherwise specified, "insurance coverage" for purposes of this Article 27 means health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer.

#### **C. Employee Premium Contribution**

1. The Employer will pay up to the following amounts toward insurance premiums each month for Core Plan coverage for Eligible Employees and their eligible dependents who participate in the insurance coverage offered by the Employer:

- a. From April 1, 2009 through June 30, 2009, the Employer agrees to pay up to:  
\$465.27 Single; \$1046.87 Two Person; \$1302.74 Family.
- b. From July 1, 2009 through June 30, 2010, the Employer agrees to pay up to:  
\$497.84 Single; \$1120.15 Two Person; \$1393.93 Family.
- c. From July 1, 2010 through June 30, 2011, the Employer agrees to pay up to:  
\$532.69 Single; \$1198.56 Two Person; \$1491.51 Family.
- d. From July 1, 2011 through June 30, 2012, the Employer agrees to pay up to:  
\$569.98 Single; \$1282.46 Two Person; \$1595.91 Family.
- e. From July 1, 2012 through June 30, 2013, the Employer agrees to pay up to:  
\$609.87 Single; \$1372.23 Two Person; \$1707.63 Family.

2. All premiums for insurance coverage in excess of the amounts stated in the above paragraphs C.1.a., b., c., d., and e., the difference will either be:

- a. paid by the participating Eligible Employee by payroll deduction; or
- b. the bargaining unit has the option of reducing the cost of health insurance premiums by a change in policy or insurance coverage.

An employee making a premium payment may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer. Such an election must be made annually in compliance with the plan document.

#### **D. Health Care Options Committee; "Buy-Up" and "Buy-Down" Plans; Health Reimbursement Arrangement**

1. A Health Care Options Committee, consisting of one member of each bargaining unit in the City whose collective bargaining agreement contains this provision, shall be established to develop two additional, optional insurance coverage packages for the Employer to make available to Eligible Employees and their eligible dependents in each participating bargaining unit. Each package shall consist of health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer's existing carrier(s). One such package will be a "Buy-Up Plan" option, consisting of a coverage package with a greater level of benefits and higher premiums than the Core Plan. The other such package

will be a "Buy-Down Plan" option, consisting of a coverage package with a lesser level of benefits and lower premiums than the Core Plan.

2. The Employer shall then adopt the "Buy-Up Plan" and "Buy-Down Plan" developed by the Health Care Options Committee, effective July 1, 2009 or, if later, the date on which the Committee completes its recommendation. The Employer shall offer the "Buy-Up Plan" and "Buy-Down Plan" in addition to the Core Plan as insurance coverage options to Eligible Employees in each bargaining unit. Each Eligible Employee shall make an annual election of coverage on a date established by the Employer, choosing either the "Buy-Up Plan", Core Plan, or "Buy-Down Plan". An Eligible Employee who fails to make a timely election will be covered by the Core Plan.

3. Eligible Employees who elect to participate in the "Buy-Up Plan" for insurance coverage will pay a portion of the premium(s) equal to the difference between the Core Plan monthly premium rates paid by the Employer (subject to the applicable Employee Premium Contribution set forth in Article 27.C, above) and the "Buy-Up Plan" monthly premium rates established by the insurance carrier(s). The employee's payment will be paid by payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer. Such an election must be made annually in compliance with the plan document.

4. For Eligible Employees who elect to participate in the "Buy-Down Plan" for insurance coverage, the Employer will establish a Health Reimbursement Arrangement ("HRA"). The Employer will monthly contribute to the HRA amounts equal to the difference between the Core Plan monthly premium rates paid by the Employer (subject to the applicable Employee Premium Contribution set forth in Article 27.C, above) and the "Buy-Down Plan" monthly premium rates established by the insurance carrier(s). The HRA funds shall be administered by a third-party administrator determined by the Employer. As governed by the HRA plan document, the HRA funds will be available for the employee to offset eligible health care expenses in accordance with IRS rules while the employee is employed by the Employer or upon retirement from employment with the Employer. Unused HRA funds may be rolled over from plan year to plan year. In the event an employee's employment is terminated in a manner other than retirement, any unused HRA funds will be forfeited. The costs associated with establishing the HRA shall be borne by the Employer; the ongoing administrative costs of the HRA shall be borne by the employee to be deducted from the Employer's HRA contributions during the employee's employment, and deducted from HRA funds during the employee's retirement.

#### **E. Coverage Upon Retirement**

1. Employees who retire at age 55 or older with a full MERS retirement, will be given the option to participate, at their own expense, in the Employer's insurance coverage.

2. The City will contribute \$150.00 of the premium cost per month for employees who retire at age 55 or older with 80 points (age plus years of service) toward their health and hospitalization insurance and prescription drug coverage until age 65. This payment of \$150.00 can be used for payment of premiums to other health insurance carriers if the City is supplied proof of the insurance premium payment by the retired employee. This contribution will be increased to an amount up to \$225.00 per month for qualified employees who retire after July 1, 2012.

**F. Coverage Opt-Out**

1. Employees who would be considered eligible employees but are covered by their spouse's insurance program may elect not to participate in Employer insurance coverage during the annual enrollment period. Cash in lieu of benefit payments shall be paid to employees who are eligible in the amount equal to 50% of the single subscriber premium rates for the Core Plan established by the insurance carrier(s) in effect at the time of payment (subject to required state and federal taxes) beginning the 1<sup>st</sup> pay period after July 1 as stated in the Section 125 Plan document. Such cash in lieu of benefit payments will be made each pay period that the employee opts out of Employer insurance coverage and will be based upon the single subscriber premium rates for the Core Plan in effect at the time of payment.

2. Employees shall provide proof of insurance coverage to the Employer to justify the payments.

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

4. Employees who happen to be married to another City employee will receive \$450.00 per year. Said payments shall be made in accordance with the biweekly payroll or may be placed in a tax deferred annuity sponsored by the City and approved by the IRS.

Current employees receiving this payment shall continue to receive \$450.00 per year until such time as the employee either:

- A. Resigns, quits or retires.
- B. Opts into the City insurance in accordance with the insurance carrier(s)' policies.
- C. Opts out of the insurance to another employer or self pay policy. (In such case the employee would be eligible for the regular opt out as described in Article 27.F, above).

All new employees or other employees not currently receiving this benefit shall not be eligible for the \$450.00 per year payment.

**G. Cafeteria Plan**

The Employer offers a Section 125 cafeteria plan for each employee to participate in at their option.

**ARTICLE 28 - LIFE INSURANCE COVERAGE**

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

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

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

**ARTICLE 29 - COMPUTATION OF BENEFITS**

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

**ARTICLE 30 – LONG TERM DISABILITY INSURANCE**

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

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

**ARTICLE 31 - CLASSIFICATIONS AND RATES**

**A. Rates**

See Wage Schedule - Appendix "A".

**B. Shift Differential**

A shift differential of sixty (.60) cents per hour will be paid for all shifts except regular scheduled day shifts.

**C. On-Call Compensation Pay**

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

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

**D. Certificates**

The Arborist – Maintenance Supervisor will receive a \$750 annual payment for his Michigan Department of Agriculture Right-Of-Way Pest Control, Turf Grass Pest Management, Ornamental Pest managements and Management of Vertebrate Pest certificates, if he possesses them. Payment will be made in December and will be based on the previous calendar year.

The Water Maintenance Supervisor will receive a \$500.00 annual payment for his S-3 Water Certificate, if he possesses one. Payment will be made in December and will be based on the previous calendar year.

One Maintenance Supervisor will receive a \$500.00 annual payment for his Hazwoper certificate, if he continues to possess one. Payment will be made in December and will be based on the previous calendar year.

The Vehicle Maintenance Supervisor will receive a \$1,000 annual payment for his National Association of Individual Service Excellence (NAISE) if he continues to be a member. Payment will be made in December and will be based on the previous calendar year.

The Parks and Recreation Supervisor will receive a \$500.00 annual payment for his National Parks and Recreation "Playground Safety Inspection" Certificate, if he continues to possess one. Payment made in December based on previous calendar year.

The Water Plant Supervisor will receive a \$1,000.00 annual payment for his D1 or F1 Certificate, if he possesses one. Payment will be made in December and will be based on the previous calendar year.

The Wastewater Supervisor will receive a \$2,496.00 annual payment for his B Certificate, if he possesses one. Payment will be made in December and will be based on the previous calendar year.

**ARTICLE 32 - COST OF LIVING ADJUSTMENT**

A. COLA shall remain frozen and Article 32.B will not be implemented during the term of this contract.

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

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

**ARTICLE 33 – LONGEVITY**

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

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

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

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

**ARTICLE 34 - CLOTHING ALLOWANCE**

Supervisors shall be required to wear a City approved uniform while on duty except in emergency call out situations where wearing a uniform would delay City response. A committee of the unions shall meet to select appropriate uniforms, which the City shall have the right to approve; such approval shall not be unnecessarily withheld. The City should continue to provide laundered coveralls for unit members.

**ARTICLE 35 - MILEAGE ALLOWANCE**

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

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

**ARTICLE 36 - PENSIONS**

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

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

B. The Employer agrees to provide Social Security in accordance with the applicable law.

**ARTICLE 37 - WORK-RELATED EDUCATIONAL OPPORTUNITIES**

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

**ARTICLE 38 - SAFETY GLASSES**

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

**ARTICLE 39 - SAFETY COMMITTEE**

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

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



**ARTICLE 40 - MISCELLANEOUS BENEFITS**

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

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

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

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

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

**ARTICLE 41 - JOB DESCRIPTIONS**

Job descriptions shall be a part of this Agreement and a copy of each shall be attached to the Master copy of this Agreement. Job descriptions will be reviewed and updated periodically.

**ARTICLE 42 - PERSONNEL FILES/PERSONAL INFORMATION**

**Personnel Files**

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

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

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

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

**Personal information**

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

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

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

#### **ARTICLE 43 - STRIKES, WORK INTERRUPTIONS**

A. No strikes or work interruptions of any kind shall be caused or sanctioned by the Union during the term of this Agreement. In the event that one Chapter covered by this Agreement acts in violation of this prohibition, there shall be no interruption of work by the other chapters regardless of whether or not picket lines have been established.

B. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

#### **ARTICLE 44 - WAIVER CLAUSE**

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

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

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

#### **ARTICLE 45 - SUCCESSOR CLAUSE**

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

#### **ARTICLE 46 - DISTRIBUTION OF AGREEMENT**

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

**ARTICLE 47 - TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2013.

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

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

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

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

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

This Agreement shall become effective as of July 1, 2008.

\_\_\_\_\_  
John P. Kivela, Mayor      Date

\_\_\_\_\_  
John Thomas      Date  
Staff Representative

\_\_\_\_\_  
David J. Bleau, City Clerk      Date

\_\_\_\_\_  
David Contois      Date  
Chapter Chairperson

Attachments:

Appendix A – Supervisors’ Wage Schedule

Appendix B – Commercial Drivers License (CDL) Substance Abuse Program

Appendix C – Health Insurance Coverage

Letter of Understanding 2008/2013

**APPENDIX "A"**

**SUPERVISORS WAGE SCHEDULE**

<b><u>POSITION</u></b>	<b><u>1/1/09</u></b>	<b><u>7/1/09</u></b>	<b><u>7/1/10</u></b>	<b><u>7/1/11</u></b>	<b><u>7/1/12</u></b>
1 Supervisor, Cemetery Maintenance	21.83	22.43	23.01	23.59	24.12
2 Supervisor, Water Treatment Plant	23.50	24.15	24.77	25.39	25.97
3 Supervisor, Parks & Recreation	23.50	24.15	24.77	25.39	25.97
4 Supervisor, Wastewater Treatment Plant	23.50	24.15	24.77	25.39	25.97
5 Supervisor, Water Distribution	23.50	24.15	24.77	25.39	25.97
6 Supervisor, Sewer Maintenance	23.50	24.15	24.77	25.39	25.97
7 Supervisor, Street Maintenance	23.50	24.15	24.77	25.39	25.97
8 Supervisor, Equipment Maintenance	23.50	24.15	24.77	25.39	25.97
9 Supervisor, Arborist	23.50	24.15	24.77	25.39	25.97

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

**I. GENERAL**

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

**II. POSITIVE ALCOHOL TEST RESULT**

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

Employee may use accrued benefit time during suspension

- B. Any employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .04 percent but less than .07 percent will result in the following:

-removal from his/her duties for the remainder of the shift and for the subsequent five (5) working days

-enroll and complete a substance abuse program as recommended by MRO

-documentation shall be provided by the employee indicating a less than .015 percent BAC or current DOT guidelines alcohol test upon returning to duty

Employee may use accrued benefit time during suspension

- C. Any employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .07 percent will result in the following:

-removal from his/her duties for the remainder of the shift and for the subsequent ten (10) working days without pay

-enrollment and completion of a substance abuse program as recommended by MRO

-documentation shall be provided by the employee indicating a less than .015 percent BAC or current DOT guidelines alcohol test upon returning to duty

-subject to Last Chance Agreement in accordance to Section IV

- D. Any employee who maintains a CDL and has a confirmed BAC test result equal to or greater than .02 percent will be subjected to six (6) additional alcohol tests in the subsequent twelve (12) months as determined by the employer and will be considered to be on probationary status in accordance to the Substance Abuse Program.

- E. If employee fails to complete a substance abuse program, as a result of a positive alcohol test and recommended by MRO, it will be treated as a confirmed BAC test and therefore follow the next step of the disciplinary procedure.

- F. In the event an employee, who is not subject to a Last Chance Agreement, registers a second confirmed BAC positive test equal to or greater than .02 percent, but less than .04 percent in a twelve (12) month period, then the employee will be subject to a ten (10) working day suspension without pay. An additional six (6) alcohol tests will be administered in the next twelve (12) month period as determined by the employer.

- G. In the event an employee registers a second confirmed BAC positive test equal to or greater than .04 percent in a twelve (12) month period, then the employee will be terminated from employment of the City.

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

### III. POSITIVE ILLEGAL /CONTROLLED SUBSTANCE TEST RESULT

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

### IV. LAST CHANCE AGREEMENT

Any employee placed on a Last Chance Agreement will be subject to the following:

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



# Community Blue<sup>SM</sup> PPO

## Non Standard Plan 10, U.P. Blue, \$250/\$500 Ded In Network, No coinsurance in network, \$750 Prevent, \$200V/Chiro, RM100, \$150ER

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	In-Network	Out-of-Network
<b>Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$750 per member per calendar year</b>		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
<b>Mammography</b>		
Mammography Screening	Covered – 100%	Covered – 60% after deductible
One per calendar year, no age restrictions		
<b>Physician Office Services</b>		
Office Visits	Covered – \$20 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – \$20 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$20 copay	Covered – 60% after deductible, must be medically necessary
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered – \$150 copay, waived if admitted or for an accidental injury	Covered – \$150 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100% after deductible	Covered – 100% after deductible
<b>Diagnostic Services</b>		
Laboratory and Pathology Services	Covered – 100% after deductible	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered – 60% after deductible
Therapeutic Radiology	Covered – 100% after deductible	Covered – 60% after deductible
<b>Maternity Services Provided by a Physician</b>		
Prenatal and Postnatal Care	Covered – 100%	Covered – 60% after deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100% after deductible	Covered – 60% after deductible
Includes delivery provided by a certified nurse midwife		
<b>Hospital Care</b>		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100% after deductible	Covered – 60% after deductible
Unlimited days		
Inpatient Consultations	Covered – 100% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 60% after deductible
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	Covered – 100% after deductible	Covered – 100% after deductible
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 100%
Limited to dollar maximum which is adjusted periodically		
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
Unlimited visits		



**In-Network**

**Out-of-Network**

**Surgical Services**

Surgery – includes related surgical services	Covered – 100% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 60% after deductible

**Human Organ Transplants**

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 60% after deductible

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after deductible	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – \$20 copay	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 100% after deductible
	Covered – 100%	Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100% after deductible	Covered – 100% after deductible
Prosthetic and Orthotic Appliances	Covered – 100% after deductible	Covered – 100% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	See separate drug plan	See separate drug plan

**Deductible, Copays and Dollar Maximums**

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductible</b>	\$250 per member, \$500 family per calendar year <b>Note: Deductible waived if service is performed in a PPO physician's office.</b>	\$500 per member, \$1,000 family per calendar year <b>Note: Out-of-network deductible amounts also apply toward the in-network deductible.</b>
<b>Copays</b> • Fixed Dollar Copays	\$20 for office visits and chiropractic manipulation. \$150 for emergency room visits	\$150 for emergency room visits
• Percent Copays	No copay for general services. 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing <b>Note: Services without a network are covered at the in-network level.</b>
<b>Copay Dollar Maximums</b> • Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	No copay in net	\$4,000 per member, \$8,000 family per calendar year <b>Note: Out-of-network copays also apply toward the in-network maximum.</b>
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

**Optional Riders**

<b>Rider CB-CSR, Cost Sharing Requirements</b>	Changes the member's cost sharing requirements for out-of-state services. <b>Note: This rider is available only to groups in the Upper Peninsula.</b> When Rider CB-CSR is selected, Rider BCP will replace Rider BCP-PPO.
<b>Rider CBC-MT, Copay Requirement for Manipulative Treatment</b>	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.
<b>Rider CB-OVS20, Office Visit Copay Requirement</b>	Increases fixed dollar copay amount from \$10 to \$20.
<b>Rider CB-RM 100, routine mammograms</b>	Removes deductible and copay requirements from screening mammography services provided by PPO network providers.
<b>Rider CB-ET \$150, emergency treatment copay requirement</b>	Increases dollar copay for outpatient hospital emergency room services to \$150.

<p><b>Rider CBPCMS750</b> Increases prevent care maximum from standard \$500 to \$750 per person per calendar year.</p>	<p>Increases the routine preventative care maximum from the standard \$500 to \$750 per person per calendar year.</p>
<p><b>Rider CI, contraceptive injections</b>  <b>Rider PCD, prescription contraceptive devices</b>  <b>Rider PD-CM, prescription contraceptive medications</b></p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.  Note: These riders are only available as part of a prescription drug package.  Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>

# Blue Preferred Rx™ Prescription Drug Coverage with \$10 Generic / \$20 Preferred Brand / \$30 Nonpreferred Brand, MOPD2X, R90, Contra Triple-Tier Copay Benefits-at-a-Glance

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**Note:** Effective October 1, 2006, the mail order pharmacy for specialty drugs changed to Option Care. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). For your other mail order prescription medications, they can continue to be sent to Medco. A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-515-1355.

## Network pharmacy

## Non-network pharmacy

### Copays

**Note:** CMAC – Removes the requirement that a member pay the difference between brand name and MAC generic drug cost.

	Network pharmacy	Non-network pharmacy
Tier 1 – Generic prescription drugs	\$10 for each prescription	\$10 for each prescription <i>plus</i> 25% of the BCBSM approved amount for the drug
Tier 2 – Formulary brand-name prescription drugs	\$20 for each prescription	\$20 for each prescription <i>plus</i> 25% of the BCBSM approved amount for the drug
Tier 3 – Nonformulary brand-name prescription drugs	\$30 for each prescription	\$30 for each prescription <i>plus</i> 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<p>Copay for up to a 34 day supply:</p> <ul style="list-style-type: none"> <li>• \$10 for each Tier 1 (generic) drug</li> <li>• \$20 for each Tier 2 (formulary brand) drug</li> <li>• \$30 for each Tier 3 (nonformulary brand) drug</li> </ul> <p>Copay for a 35 to 90 day supply:</p> <ul style="list-style-type: none"> <li>• \$20 for each Tier 1 (generic) drug</li> <li>• \$40 for each Tier 2 (formulary brand) drug</li> <li>• \$60 for each Tier 3 (nonformulary brand) drug</li> </ul>	No coverage

### Covered services

	Network pharmacy	Non-network pharmacy
Federal legend drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

**Note:** A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

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**BCBSM Custom Formulary** – A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.

- **Tier 1 (Generic)** – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.
- **Tier 2 (Formulary Brand)** – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay.
- **Tier 3 (Nonformulary Brand)** – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.

**Optional riders**

<p>Rider RX-90-2x, prescription drug 90-day supply 2x</p>	<p>Expands retail coverage of prescription drugs from 34 to 90 days, subject to one member copayment that is double the amount that would apply for a 34-day refill. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider, subject to limitations.  <b>Note:</b> If a plan currently has Rider MOPD, the group may add Rider RX-90. Otherwise, Rider RX-90-2x is the only option because the copay at mail order and at retail must match for dispensing up to a 90 day supply.</p>
<p>Rider CI, Contraceptive injections  Rider PCD, Prescription contraceptive devices  Rider PD-CM, Prescription contraceptive medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.  <b>Note:</b> These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>

# Non Standard Traditional Plus Dental Coverage Plan 7 Benefits-at-a-Glance 100/80/50-\$1500 OS-50-\$1500



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## Copays and dollar maximums

Copays	20% for Class II services and 50% for Class III and IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,500 per member
• Lifetime maximum (for Class IV services)	\$1,500 per member

## Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

## Class II services

Fillings – permanent teeth	Covered – 80%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 80%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 80%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 80%, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	Covered – 80%
Root canal treatment – permanent tooth	Covered – 80%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 80%, once every 24 months per quadrant
Occlusal adjustments	Covered – 80%, up to five times in a 60-month period
Occlusal biteguards	Covered – 80%, once every 12 months
General anesthesia or IV sedation	Covered – 80%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 80%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 80%, once every 36 months per arch
Tissue conditioning	Covered – 80%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 80%

## Class III services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant replacement	Covered – 50%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

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# Blue Vision 24 Benefits-at-a-Glance



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Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at [vsp.com](http://vsp.com).

**Note:** Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	VSP network doctor	Non-VSP provider
<b>Copays</b>		
• Eye exam	\$5 copay	\$5 copay applies to charge
• Prescription glasses (Lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
• Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

<b>Eye exam</b>		
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
One eye exam in any period of 24 consecutive months		

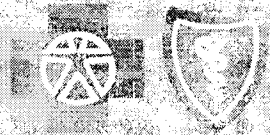
<b>Lenses and frames</b>		
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. <b>Note:</b> Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 24 consecutive months		
Standard frames <b>Note:</b> All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
One frame in any period of 24 consecutive months		

<b>Contact lenses</b>		
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
One pair of contact lenses in any period of 24 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
One pair of contact lenses in any period of 24 consecutive months		



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# Non Standard Traditional Plus Dental Coverage Plan 7 Benefits-at-a-Glance 100/80/50-\$1500 OS-50-\$1500



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## Copays and dollar maximums

<b>Copays</b>	20% for Class II services and 50% for Class III and IV services
<b>Dollar maximums</b>	
• Annual maximum (for Class I, II and III services)	\$1,500 per member
• Lifetime maximum (for Class IV services)	\$1,500 per member

## Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

## Class II services

Fillings – permanent teeth	Covered – 80%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 80%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 80%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 80%, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	Covered – 80%
Root canal treatment – permanent tooth	Covered – 80%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 80%, once every 24 months per quadrant
Occlusal adjustments	Covered – 80%, up to five times in a 60-month period
Occlusal biteguards	Covered – 80%, once every 12 months
General anesthesia or IV sedation	Covered – 80%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 80%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 80%, once every 36 months per arch
Tissue conditioning	Covered – 80%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 80%

## Class III services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant replacement	Covered – 50%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

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**Class IV services – Orthodontic services for dependents under age 19**

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.



## LETTER OF UNDERSTANDING – 2008/2013 CONTRACT

RE: Labor Agreement Entered into as of the 1<sup>st</sup> day of July 2008, Between the Marquette City Commission (the “Employer”) and the Supervisory Employees Chapter of Local #1852, AFSCME, AFL-CIO (the “Union”).

The parties hereto mutually agree as follows:

1. Renaming of Departments: In the event the City, as part of a City-wide initiative, renames certain departments as "divisions", the Employer and the Union agree that the changes will be added to Article 15.D (Seniority) and all other relevant places in the parties' Labor Agreement.

2. Arborist and Cemetery Maintenance Supervisors: The Employer and the Union agree to certain changes in the duties and job classifications of the Arborist and the Cemetery Maintenance Supervisors, as follows:

a. Effective with this Labor Agreement, the Arborist Supervisor will be added to the on-call rotation and therefore eligible for on-call compensation in accordance with Article 31.C (On-Call Compensation Pay). The Arborist Supervisor will also receive an increased base wage as set forth in Appendix A of the Labor Agreement. This increase is intended to equalize the base wage of all employees in the on-call rotation.

b. Effective upon the retirement or resignation of the current Cemetery Maintenance Supervisor, the position of Cemetery Maintenance Supervisor will be combined with the Arborist Supervisor, and will be known as "Supervisor, Arborist/Sexton" with the job description attached hereto. The employee serving as Arborist Supervisor at the time of the Cemetery Maintenance Supervisor's retirement or resignation will become the "Supervisor, Arborist/Sexton" and perform the duties in the job description at the same wages and benefits as the existing Arborist Supervisor position. Article 3.B (Recognition Clause) of the Labor Agreement will be amended as follows: delete "5. Supervisor, Cemetery Maintenance, Parks & Recreation"; revise the reference to the Arborist Supervisor position as "9. Supervisor, Arborist/Sexton – Public Works"; and renumber the positions in the supervisory unit as eight instead of nine. All other such references in the Labor Agreement will be amended to reflect the change.

c. This Letter of Understanding resolves all issues between the Employer and the Union concerning the reorganization of the Cemetery Maintenance Supervisor position. There shall be no changes in wages or benefits for any employee as a result of the "Supervisor, Arborist/Sexton" position taking effect. This Letter of Understanding supersedes the Letter of Agreement on this subject signed by the parties on March 7, 2005, except with respect to the monthly stipend set forth in paragraph A of that Letter of Agreement.

3. All matters in this Letters of Understanding are implemented for the term of the parties' Labor Agreement and may be reviewed by the parties upon written request prior to continuation in future collective bargaining agreements.

This Agreement shall become effective as of July 1, 2008.

EMPLOYER

UNION

\_\_\_\_\_  
John P. Kivela, Mayor      Date

\_\_\_\_\_  
John Thomas      Date  
Staff Representative

\_\_\_\_\_  
David J. Bleau, City Clerk      Date

\_\_\_\_\_  
David Contois      Date  
Chapter Chairperson