

AGREEMENT

BETWEEN

THE MARQUETTE CITY COMMISSION

AND

PARKS & RECREATION, PUBLIC WORKS,
WATER DISTRIBUTION, WATER & WASTEWATER
TREATMENT, AND
MOTOR POOL EMPLOYEES' CHAPTER OF LOCAL #1852
Affiliated With Michigan Council #25, AFSCME, AFL-CIO

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	1
	Appendix B
3	3
50	30
29	17
41	27
	Appendix A
	Appendix A
44	29
	Appendix C
11	7
38	27
42	28
13	7
12	7
55	32
5	3
47	30
27	17
31	20
10	5
36	23
	Appendix D
32	21
49	30
16	9
17	10
23	15
18	12
37	26
39	27
43	29
2	1
45	29
40	27
21	13
35	23
46	30
33	21
51	31
14	7
	1
1	1
7	4
6	3

<u>ARTICLE</u>		<u>PAGE</u>
24	Safety Committee.....	15
48	Safety Glasses.....	30
15	Seniority.....	8
30	Sick Leave.....	19
9	Special Conferences.....	5
52	Strikes, Work Interruptions.....	32
54	Successor Clause.....	32
20	Temporary/Daily Assignments.....	13
56	Termination And Modification.....	32
26	Time And One-Half/Compensatory Time/Double Time.....	16
19	Union Bulletin Boards.....	13
8	Union Representation.....	4
4	Union Security (Agency Shop).....	3
34	Vacation Period.....	21
53	Waiver Clause.....	32
22	Work Performed By Non-Bargaining Unit Personnel.....	14
28	Workers' Compensation.....	17
25	Working Hours.....	15

PURPOSE AND INTENT

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

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

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

AGREEMENT

This Agreement made and entered into on July 1, 2008, by and between the Marquette City Commission, hereinafter referred to as the "Employer," and the employees of the Parks & Recreation, Public Works, Water Distribution, Water and Wastewater Treatment, and Motor Pool Divisions Chapter, Local #1852, affiliated with Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

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

ARTICLE 1 – 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 Acts of 1965, and the employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

A. All full-time, non-probationary employees of the following divisions: Parks and Recreation, Public Works, Water Distribution, Water and Wastewater Treatment, and Motor Pool, excluding all elected officials and supervisors, as defined by the Michigan Employment Relations Commission, and all other employees.

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

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. To introduce 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 3 – AID TO OTHER UNIONS

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

ARTICLE 4 – 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 for membership commencing thirty (30) calendar days after the effective date of this agreement, and such condition shall be required for the duration of this Agreement.

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

ARTICLE 5 - 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 (30) calendar days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

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

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

ARTICLE 6 – 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 the Union.

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

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

ARTICLE 7 – REMITTANCE OF DUES AND FEES

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

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

ARTICLE 8 – UNION REPRESENTATION

A. Stewards, Alternate Stewards and Chapter Chairperson. The employees covered by this Agreement will be represented by stewards and alternate stewards. The Union shall have the exclusive right to assign said stewards and shall assign no more than one (1) steward to each of the following locations or divisions and one (1) Chief Steward for the bargaining unit.

Public Works	1 Steward
Water Distribution	1 Steward
Water & Wastewater Plants	1 Steward
Parks & Recreation	1 Steward
Motor Pool	1 Steward

B. Human Resources will be notified in writing of the names of the Chapter Chairperson, stewards and alternate stewards. Alternate stewards would serve only in the absence of a regular steward.

C. Either stewards or the Chapter Chairperson (but not both) may investigate and present grievances to the Employer in accordance with this Agreement. The Chapter Chair or stewards will notify their supervisor prior to any time spent away from their work to investigate or present a grievance. It is understood and agreed that there are certain emergency circumstances that arise in which the steward or employee may not be able to be released; during these times, the steward will be given reasons why the affected employee(s) cannot be released and an alternate time will be scheduled at a mutually agreeable time. If time cannot be scheduled prior to the end of the shift, time deadlines for grievances shall be extended in writing for a period of one (1) work day upon request.

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

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

ARTICLE 9 – SPECIAL CONFERENCES

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

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

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

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

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

ARTICLE 10 – 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, sick leave, vacation, personal time, funeral leave and benefit time will be excluded from all time limits.
5. It is recognized that the employee may at his discretion choose to be represented by a Steward or Chapter Chairperson at all steps in the grievance process.
6. All grievances shall be delivered in person at each step of the grievance process and the date of receipt shall be noted in writing on the grievance form.

Grievance Steps

Step 1 – Immediate Supervisor

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

- a. If an employee feels he has a grievance, he shall discuss the grievance with the immediate supervisor, with the steward present.
- b. If unresolved, the employee shall present a grievance document and discuss the grievance with the Department Head, with the steward present.
- c. The Department Head shall give his answer in writing to the steward and employee within five (5) working days of the receipt of the grievance document.

Step 2 – Human Resources Director

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

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

Step 3 – City Manager

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 Human Resources Director 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 11- COMPUTATION OF BACK WAGES

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

ARTICLE 12 – DISCHARGE AND SUSPENSION

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

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

B. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or steward consider the discharge or suspension to be improper, within five (5) working days from the date of discharge or suspension, it shall be subject to the Human Resource Director'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 or commendation which occurred more than two (2) years previously or two (2) years from whenever a criminal law violation is brought to the attention of the Employer.

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

ARTICLE 13 –DAILY ASSIGNMENTS

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

ARTICLE 14 – PROBATIONARY EMPLOYEES

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

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

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

D. Management may require probationary employees cross-train in any, or all, of the following divisions during the probationary period:

1) Public Works 2) Water Distribution 3) Parks and Recreation 4) Water and Wastewater Treatment Plants 5) Motor Pool

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

ARTICLE 15 – SENIORITY

A. Definition for Layoff & Posting

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

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

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

4. For the purpose of this agreement, divisions are defined as: Public Works, Water Distribution, Parks and Recreation, Water and Wastewater Treatment Plants, and Motor Pool.

B. Seniority Lists

The Employer will maintain a seniority list of all employees represented by the Union, and will provide the Chapter Chairperson with up-to-date copies twice a year on July 1 and January 15. The Employer will make the list available to the Chapter Chairperson upon request for periodic checks.

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

C. Seniority of Officers and Stewards

The Chapter Chairperson, Chief Steward, and Stewards, in that order shall head the seniority list of the unit during their term of office, for the purpose of layoff only, 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.

D. Loss of Seniority

An employee shall lose seniority for any of the following:

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

E. Transfers

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

F. Miscellaneous

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

ARTICLE 16 – JOB ELIMINATION/LAYOFF/RECALL

If the Employer deems it necessary to reduce the number of bargaining unit employees below 52, the Employer will first use attrition. If the Employer determines it is necessary to reduce the workforce below 52 positions, part-time or temporary non-bargaining unit employees will be reduced before full-time bargaining unit employees, using a dollar-for-dollar calculation based on the base hourly rate of the full-time bargaining unit position proposed for elimination or layoff.

A. Job Elimination

1. Job elimination is defined as the discontinuance of a job classification.
2. The Employer will identify the proposed position to be eliminated and will meet with Union representatives at least ten (10) working days prior to the elimination. At such meeting the Employer shall submit a list of employees scheduled for elimination, their names, seniority, job titles and job descriptions.
3. Employees affected by the elimination shall have the opportunity to bump an employee with less seniority in accordance with Article 16.B.4.

4. No bargaining unit work which has been eliminated will be performed by part-time, non-bargaining unit personnel, or subcontractors.
5. Through the process of elimination, if an employee bumps into a lower paying classification, said employee shall retain the higher hourly rate. Increases in the hourly rate shall be withheld until the hourly rate equates with the remaining employees within the classification.

B. Layoff Procedure

1. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least ten (10) working days prior to the effective date of layoff. At such meeting the Employer shall identify the affected classification and submit a list of the number of employees scheduled for layoff, their names, seniority, and classifications. If the results of such meeting are not conclusive, the matter shall become a proper subject for the grievance procedure.
2. When a layoff takes place within the bargaining unit probationary, temporary and part-time employees within the affected classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least senior employees within the classification being laid off first, provided the remaining employees possess the ability and qualifications to perform the available work.
3. Employees to be laid off will receive at least (7) calendar day's advance notice of the layoff. During a layoff, there shall be no scheduled overtime within the affected classification or department.
4. Bumping within the bargaining unit shall be allowed, provided the employee so bumping has the ability and qualifications to perform the work of a less senior employee. The employee will meet the minimum qualifications within 120 calendar days.

C. Recall

1. When the work force is increased after a layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first provided that the most senior employee possesses the ability and qualifications to perform the work for which the recall is occurring.
2. Notice of recall shall be sent to the employee at his last known address by certified mail, and a copy of the notice given to the Chapter Chairperson. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit.
3. Notice of job posting shall be sent to all employees on layoff by registered or certified mail at his address of record with the Human Resources Department. Said job posting shall be sent concurrent to posting in accordance with provisions of the Job Posting and Bidding Procedures contained in this Agreement.

ARTICLE 17 – JOB POSTING AND BIDDING PROCEDURES

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

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.

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.

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.

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of ability, qualifications, and any applicable testing, with seniority used as the deciding factor between two equally qualified employees. The senior employee in the division within the bargaining unit applying for the position who meets the minimum requirements shall be granted a one-hundred fifty (150) calendar day trial period to determine his ability to perform the job.

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

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

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

C. During the 150 calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted, to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

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

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

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

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

1. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.
2. Active duty that extends beyond the two (2) week per year provision will be subject to the Military Leave Act as provided in the City of Marquette Human Resource policy.

C. Union Business

1. Leaves of Absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the union. Employees electing this option must substitute accrued leave time off hours and compensatory time at the beginning of the leave for the normal number of hours they work per week until the accrued leave time is exhausted. Once accrued leave time is exhausted, all benefits will be suspended in accordance with the City's "*Policy for Leaves of Absence Without Pay*".
2. No more than three (3) members of the Union may be elected to attend a Union sponsored or co-sponsored function at any one time. A maximum of fifteen (15) 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 provision shall apply:

Substitutions of Paid Leave for FMLA Leave:

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

E. Unpaid Leaves of Absence

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

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 except for up to 240 hours which may be banked at the employee's discretion or compensatory time upon the completion of the initial twelve (12) week leave.
3. For leaves for the employee's serious condition, the employee must use any remaining leave time except for up to 240 hours which may be banked at the employee's discretion or compensatory time upon the completion of the initial twelve (12) week leave.

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

ARTICLE 19 - UNION BULLETIN BOARDS

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

Water Treatment Plant, Municipal Service Center, Wastewater Treatment Plant Lakeview Arena

The bulletin board space may be used by the Union for posting notices pertaining to Union business.

ARTICLE 20 – TEMPORARY/DAILY ASSIGNMENTS

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

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

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

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

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

ARTICLE 21 – PART-TIME AND TEMPORARY EMPLOYEES

A. Part-Time Employees

Employees in this category are those employees who are employed not to exceed thirty-five (35) hours per work week and seven (7) hours per day. The stipulated time period will be

unlimited in nature. Part-time employees shall not accrue seniority. Part-time employees shall not be utilized to eliminate current bargaining unit positions, or to circumvent the provisions of the Job Posting and Bidding procedures contained in this Agreement.

B. Temporary Employees

Temporary employees are those employees who work in the absence of regular bargaining unit members who are off duty due to vacation, illness or leave of absence as provided by this Agreement, or due to emergency situations. Temporary employees shall not be used for the purpose of circumventing the provisions of the Job Posting and Bidding Procedures. Temporary employees shall be employed for a period not to exceed 12 months and are not eligible for any of the fringe benefits contained in this Agreement and shall not accrue seniority. Employees hired under a government subsidized program will be treated as temporary employees.

C. Court-Ordered / Prison Workers

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

D. Cemetery Temporary and Part-time Employees

Non-bargaining unit temporary and part-time employees of the Park Cemetery may operate the one-ton dump truck assigned to Cemetery operations, including using the truck hydraulics to dump loads from the box with the following restrictions:

1. All operators must first receive training in the proper operation of the truck.
2. All operators must first receive training in load limitations for the truck.
3. The truck is to be used only upon assignment by the Cemetery Sexton or a substitute supervisor.
4. The dump feature of the truck may be used only within the confines of the Park Cemetery grounds.

ARTICLE 22 – WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL

A. General Provisions

1. Non-bargaining unit personnel shall not be permitted to perform work regularly and normally performed by bargaining unit personnel in Pay Grades 1 or 2.

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

3. During the term of this Agreement, the Employer shall avoid contracting or sub-Contracting work out, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

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

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

ARTICLE 23 - JURY DUTY

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

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

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

ARTICLE 24 - SAFETY COMMITTEE

A department wide Safety Committee shall be established. Representation on the committee shall consist of up to three (3) members of the Union and up to two (2) Employer representatives.

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

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

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

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

ARTICLE 25 - WORKING HOURS

A. An employee's workday and workweek shall consist of eight (8) consecutive working hours per day and forty (40) hours per week. Employees shall not leave the job site to take a lunch period unless sanitary conditions dictate. The working hours or shifts may be scheduled by the Employer in accordance with departmental operations requirements (Examples: night shift, snow plowing, early or late starting shifts). The working hours or shifts may be changed with forty-eight (48) hours notice.

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

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

ARTICLE 26 – TIME AND ONE-HALF/COMPENSATORY TIME/DOUBLE TIME

A. General Provisions

In order to be compensated for any hours in excess of forty (40) in a work week, it must be pre-approved by your Department Head or immediate supervisor before working the time.

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

B. Time and One-Half Premium Pay

Time and one-half will be paid, exclusive of shift and weekend differential pay as follows:

1. For all hours over eight (8) in one shift or forty (40) hours in one calendar week, with the calendar week defined as Sunday through Saturday, excluding the Water and Wastewater Treatment Plant employees.

2. For all hours worked on holidays.

3. For (call-in) time during scheduled vacation, personal or benefit leave. In the event an employee is called in during scheduled vacation, personal or benefit leave, the Employee will have the following options:

a. Being paid at time and one-half for all hours worked only and rescheduling the day off at a future date; or

b. Being paid time and one-half for all hours worked in addition to the paid vacation, personal or benefit day.

4. An employee called back for overtime or premium paid time, as appropriate, shall be guaranteed at least two (2) hours pay (three (3) hours pay for Wastewater Treatment Plant employees) at the rate of time and one-half. In no case shall overtime or premium paid time be paid twice for the same hours worked.

C. Overtime Pay

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

D. Compensatory Time

1. Employees may take compensatory time off in lieu of overtime pay or premium pay. Compensatory hours shall be paid at the rate of time and one-half the actual hours of overtime worked.

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

3. The maximum number of hours an employee may use for compensatory time in any calendar year is 90 (60 hours of overtime).

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

E. Double Time

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

F. Call Out

Call out prior to regular shift starting time: An employee called in to work in excess of four (4) hours prior to the start of his regularly scheduled shift will be paid at the rate of time and one-half the employee's regular pay rate for all hours worked. The employee must work or use proper leave time to reach eight (8) consecutive hours in order to qualify for overtime or premium pay, as appropriate, for that shift. The 8 hours fulfill the employee's obligation for the day's scheduled shift.

ARTICLE 27- EQUALIZATION OF OVERTIME HOURS

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

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

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

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

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

ARTICLE 28 - 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 sick leave for one-hundred twenty (120) 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 29 – BENEFIT TIME

A. General Provisions

1. All employees hired after March 1, 2005, and employees who converted to benefit time during prior conversion windows, will accrue benefit time as paid time-off from work in lieu of vacation, sick days, personal days and funeral leave.

2. A maximum of 1,100 benefit hours may be accumulated by employees as of 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.

<u>Annual Employee Benefit Time Schedule</u>		
<u>Years of Service</u>	<u>Benefit Days</u>	<u>Hours/Pay Period</u>
0-5 years	20 days / 160 hours	6.1538
6 years	21 days / 168 hours	6.4615
7 years	22 days / 176 hours	6.7692
8 years	23 days / 184 hours	7.0769
9 years	24 days / 192 hours	7.3846
10 years	25 days / 200 hours	7.6923
11 years	26 days / 208 hours	8.0000
12 years	27 days / 216 hours	8.3077
13 years	28 days / 224 hours	8.6154
14 years	29 days / 232 hours	8.9231
15 years	30 days / 240 hours	9.2308
16 years	31 days / 248 hours	9.5385
17 years	32 days / 256 hours	9.8462
18 years	33 days / 264 hours	10.1538
19 years	34 days / 272 hours	10.4615
20-30 years	35 days / 280 hours	10.7692

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

D. Payment Upon Separation: Upon separation of employment, all accumulated benefit time 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 30 - SICK LEAVE

A. Applicability The provisions of this Article 30 apply to all employees who are not on the benefit time system set forth in Article 29, above.

B. Accrual. All employees covered by this Agreement shall accrue 3.6923 hours per pay period, beginning on the first day of employment, equivalent to one (1) sick leave day per month, not to exceed twelve (12) days per year.

C. Notification. Prior notification for a request(s) to use sick leave, shall be provided prior to the start of each and every scheduled shift, so as to enable the Employer to adequately schedule the work force, unless other arrangements are made between the employee and supervisor.

Should there be a failure to notify the department office prior to the start of the scheduled shift, no sick pay benefit will be paid to the employee for that shift. Under special circumstances, such as incapacitation, the Employer will waive this requirement.

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

D. Abuse. The Employer may at any time notify the employee and the Union in writing that it suspects possible abuse of sick leave benefits by an employee, and may thereafter require a physician's certificate regarding the employee's inability to work due to illness.

The Employer shall provide the employee and Union with necessary justification, including the employee's sick leave record, if abuse is alleged. Should the Union feel that the Employer is being unreasonable and capricious in making such a determination, a special conference can be requested and if the matter is not resolved, it may be submitted directly to Step 2 of the Grievance Procedure.

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

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

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

The Union agrees to assign one person to participate in a City-wide committee that will be formed to review sick leave accumulations and recommend a proposal(s) to convert excess sick leave amounts.

In the case of the death of an employee, while still employed, a final payment of benefits, including 100% of accumulated sick leave, will be made to the employee's personal estate.

G. An employee may use three (3) days of sick leave each anniversary year for the illness of a dependant child, spouse or member of the employee's household.

ARTICLE 31 - FUNERAL LEAVE

A. Applicability The provisions of this Article 31 apply to all employees who are not on the benefit time system set forth in Article 29, above.

B. An employee shall be allowed up to three (3) working days with pay as funeral leave for a death in the immediate family.

Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, aunts, uncles, grandchildren, or a member of the employee's household.

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

Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

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

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

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

ARTICLE 32 – HOLIDAY PROVISIONS

A. The paid holidays are designated as:

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

Employees who do not work the holiday will be paid their current rate based on their regular scheduled work day for said holiday, excluding shift differential.

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

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

D. Employees at the Water Treatment Plant, Wastewater Treatment Plant and Parks and Recreation Division who are required to work on Easter Sunday will receive (4) hours of compensatory time added to their accumulation in addition to their regular straight time pay for that day.

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

ARTICLE 33 - PERSONAL DAYS

All Employees who are not on the benefit time system set forth in Article 29, above shall be entitled to forty (40) hours of personal time annually which shall be awarded on their anniversary date. Personal time must be used during the employee's anniversary year and shall not be carried over beyond the next anniversary date or converted to pay. The Employee must notify the Employer at least thirty (30) minutes in advance of its use, except in cases of emergency.

ARTICLE 34 - VACATION PERIOD

A. **Applicability** The provisions of this Article 34 apply to all employees who are not on the benefit time system set forth in Article 29, above.

B. Scheduling Vacation Time:

Except by mutual agreement the following is required:

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

1. Request of vacation time shall be made to the designated supervisor, and in their absence request shall be made to the Department Head.

2. Scheduling of vacation time will be dependent upon the operations and staffing needs of the division and available vacation time accrual. Approvals will not be unreasonably denied.

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

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

C. A vacation may not be waived by an employee and extra pay received for work during that period.

D. If an employee becomes ill and is under the care of a duly-licensed physician during their vacation, sick leave may be taken with documentation in writing by the physician to the City.

E. All full-time employees who are members of the Bargaining Unit will accrue vacation with pay beginning on the first day of employment in accordance with the following schedule: (Accruals will be awarded on a per pay period basis.)

<u>EMPLOYMENT</u>	<u>AMOUNT</u>	<u>HOURS / PAY PERIOD</u>
1 year	5 days vacation	1.5385
2 -5 years	10 days vacation	3.0770
6 years	11 days vacation	3.3846
7 years	12 days vacation	3.6923
8 years	13 days vacation	4.0000
9 years	14 days vacation	4.3077
10-13 years	16 days vacation	4.9231
14-17 years	19 days vacation	5.8462
18-20 years	22 days vacation	6.7692

One (1) additional day of vacation (8 hours / .3077 hours per pay period) will accrue for each year of service from 21 to 30 years with a maximum vacation accrual of 30 days in an anniversary year.

F. A maximum of 400 hours may be accrued in an employee's vacation bank as of June 30 each year of this contract.

G. Accrued vacation time may be used upon the completion of the employee's probationary period.

H. If an employee is laid off, retires, or severs his employment, he will be paid for any unused vacation balance to date of layoff, retirement, or resignation.

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

ARTICLE 35 – PAY PERIODS/DIRECT DEPOSIT

A. Pay Periods

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

B. Direct Deposit

All employees shall utilize direct deposit for payroll purposes.

ARTICLE 36 – 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 36.A.2. below, the Employer will pay the full 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 36.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, 2012:

Effective July 1, 2009 through June 30, 2012, the Employer will pay the full premiums, subject to the applicable Employee Premium Contribution set forth in Article 36.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 D. 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 36 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 36 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.

2. All premiums for insurance coverage in excess of the amounts stated in the above paragraphs C.1.a., b., c., and d., will be paid by the participating Eligible Employee by payroll deduction. The employee may elect to make such payment on 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 36.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 36.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 50 to 59 or older with at least 25 years of service, will be given the option to participate, at their own expense, in the Employer's insurance coverage.

2. For Employees who retire at age 60 or older with at least 10 years of service, the City will contribute \$75.00 of the premium cost per month to the employee's health and hospitalization insurance and prescription drug coverage until the employee is eligible for a government subsidized program, Medicare/Medicaid.

3. The City will contribute \$225.00 of the premium cost per month for employees who retire under Municipal Employees Retirement System Rider F55/25 (age plus years of service) toward their health and hospitalization insurance and prescription drug coverage until the employee is eligible for a government subsidized program, Medicare/Medicaid. This payment of \$225.00 can be used for payment of premiums to other health insurance carriers if the City is supplied proof of the insurance premium payment by the retired employee.

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 1st pay period after July 1 as stated in the Section 125 Plan document. Such cash in lieu of benefit payments will be made each pay period that the employee opts out of Employer insurance coverage and will be based upon the single subscriber premium rates for the Core Plan in effect at the time of payment.

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

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. Opt into the City insurance in accordance with the insurance carrier(s)' policies.

C. Opt 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 36.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 37 - LIFE INSURANCE COVERAGE

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

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

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

ARTICLE 38 - 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 39 - LONG TERM DISABILITY INSURANCE

The Employer agrees to pay the full premium for long term disability insurance coverage for employees who converted from vacation, sick, and personal leave to Benefit Time between May 15, 2005 and May 31, 2005. No employees hired after the effective date of this Agreement are eligible for Employer-paid long term disability insurance coverage; however, the employee may elect such coverage at the employee's expense.

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

ARTICLE 40 – MISCELLANEOUS BENEFITS

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

B. In the event that an employee is unable to operate equipment or motor vehicles required for the performance of their regular job duties, because of a court-imposed suspension or restriction of their driving privileges, the City shall endeavor but not guarantee to assign other work for which he is qualified, provided such work is available. Such reassignment shall be for up to one hundred eighty (180) calendar days. If no such work is available, the affected employee must use accumulated vacation, personal, benefit time and compensatory time; the City shall not create work for this purpose. If circumstances dictate, an extension may be granted not to exceed an additional one hundred and eighty five (185) calendar days, (normally a total of one year), upon mutual agreement.

ARTICLE 41 – CLASSIFICATIONS AND RATES

A. Classifications and their respective rates are included as Appendix "A".

B. Shift Differential

1. Employees working a shift beginning between 10:00 a.m. and 4:59 p.m. shall receive .40 per hour in addition to their regular wage.

2. Employees working a shift beginning between 5:00 p.m. and 4:59 a.m. shall receive .30 per hour in addition to their regular wage.

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

4. Employees working a regular shift beginning on Saturday or Sunday shall receive \$.50 per hour in addition to their regular hourly rate for all hours worked on Saturday and Sunday.

C. Certificates

Effective July 1, 2005, employees of the Water and Wastewater Treatment Plants, and Water Distribution shall have their certificate pay rolled into their base pay rate for all Michigan State Department of Environmental Quality certificates received. Rates will be rolled into base pay at the highest level of license.

<u>Water Distribution</u>	<u>Water Plant</u>	<u>Wastewater Plant</u>
S-1.....50 cents	F1.....75 cents	B.....\$1.20
S-2.....40 cents	F2.....55 cents	C..... .60 cents
S-3.....25 cents	F3.....35 cents	D..... .25 cents
S-4.....15 cents	F4.....15 cents	

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

D. Hole Rate Differential

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

E. Assignment to the Public Works Sewer Crew and Forestry Crew will be seasonal, and assignments will be made through the posting process.

F. Rates for New Jobs

When a new job is created, the Employer will notify the Chapter Chairperson of the classification and rate structure prior to its² becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall become subject to negotiations.

ARTICLE 42 - COST OF LIVING ADJUSTMENT

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

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

In the event that the cost of living in any fiscal year exceeds the wage increase granted by the City and agreed upon between the parties in accordance with the Agreement, the increased wages based on the Consumer Price Index shall be paid quarterly and shall be based on a formula that a one point increase in the Consumer Price Index shall equal five (\$5.00) dollars

per month in wages. For computation purposes, the May Consumer Price Index will be used as a starting point for each fiscal year.

ARTICLE 43 – LONGEVITY

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

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

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

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 44 - CLOTHING ALLOWANCE

Full time employees within the bargaining unit shall receive the following clothing provision:

A. Motor Pool Employees shall receive five (5) sets of coveralls per employee.

B. All employees shall be issued official city uniforms that shall be maintained at City cost.

C. In addition, 20 pairs of coveralls in the summer months, and 10 pairs of coveralls in the winter months, shall be made available to employees of the Public Works Department, and Water Distribution whose work may require coveralls. The use of the standby coveralls by an employee must be approved by his immediate supervisor.

D. Uniforms provided by the Employer shall be worn by the employees only when on duty or when in transit to or from work.

E. A Committee shall be established consisting of up to three (3) members of the Union and up to two (2) Employer representatives to examine the current uniform service, provider, and alternatives (including: styles, appearance, professionalism, identification and costs). The Committee will provide a written recommendation to the Employer and Union for consideration.

ARTICLE 45 - 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 46 - PENSIONS

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

Plan B-4 of the M.E.R.S. F55-25, FAC 3 with 5% fixed contribution rate by covered employees beginning July 1, 2001. Benefit Plan E-2 effective July 1, 1999.

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

ARTICLE 47 - EDUCATIONAL OPPORTUNITIES (WORK RELATED)

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

ARTICLE 48 - SAFETY GLASSES

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

ARTICLE 49 - JOB DESCRIPTIONS

Job descriptions will be reviewed and updated periodically by the Employer. Any changes in job descriptions shall be submitted to the Union in writing. The Union may request a special conference with the Employer to discuss any objections to the changes.

ARTICLE 50 - APPRENTICESHIP PROGRAM

A. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of members, of who shall be selected by the Employer, and by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade.

Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

B. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure

proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

ARTICLE 51 - PERSONNEL FILES/PERSONAL INFORMATION

A. 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 division, 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.

B. Personal Information

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

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

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

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

availability of the employee's final paycheck. However, in no event shall the delay in payment extend beyond thirty (30) calendar days of the employee's last day of work.

ARTICLE 52 – 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 53 - WAIVER CLAUSE

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

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

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

ARTICLE 54 - SUCCESSOR CLAUSE

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

ARTICLE 55 - DISTRIBUTION OF AGREEMENT

The City shall be responsible for retyping the new agreement. Copies of the revised agreement shall be provided to all current bargaining unit employees by the City once mutually agreed upon and signed off by both parties. A copy of the Agreement shall be provided by the City to any new hire.

ARTICLE 56 – TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2012. This Agreement shall become effective as of July 1, 2008.

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

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

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

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

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

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

FOR THE UNION:

FOR THE EMPLOYER:

Randy Paavola, Chapter Chairperson Date

John P. Kivela, Mayor Date

John Thomas, Staff Representative Date

David J. Bleau, City Clerk Date

Attachments:

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

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

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

Appendix D- Health Insurance Coverage

**APPENDIX A
CLASSIFICATIONS & PAY RATES**

CLASSIFICATION

Parks Maintenance Aide
 Water Plant Operator
 Wastewater Treatment Plant Operator
 Wastewater Treatment Plant / Water Treatment Plant Operator
 Heavy Equipment Operator
 Heavy Equipment Operator - Arena
 Assistant Sign Technician
 Small Equipment Mechanic

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	14.94	15.83	16.70	17.56	18.50
	01/01/2009 (2.5%)	15.31	16.22	17.12	18.00	18.96
	07/1/2009 (2.75%)	15.74	16.67	17.59	18.49	19.48
	07/1/2010 (2.6%)	16.14	17.10	18.05	18.97	19.99
	07/1/2011 (2.0%)	16.47	17.44	18.41	19.35	20.39

CLASSIFICATION

Special Equipment Operator
 Purchasing & Supply Technician
 Equipment Mechanic
 Meter Crew Leader
 Sign Technician
 Meter Service Technician
 Utility Inspector
 Utility Locator Technician
 Maintenance Mechanic / Electrician
 Maintenance Mechanic - Arena
 Maintenance Mechanic - Parks
 Maintenance & Equipment Operator - Wastewater
 Maintenance Carpenter
 Wastewater Treatment Lab Tech/Operator

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.97	16.94	17.86	18.83	19.77
	01/01/2009 (2.5%)	16.37	17.36	18.31	19.30	20.27
	07/1/2009 (2.75%)	16.82	17.84	18.81	19.83	20.82
	07/1/2010 (2.6%)	17.26	18.31	19.30	20.35	21.36
	07/1/2011 (2.0%)	17.61	18.67	19.68	20.75	21.79

NOTES:

*No wage increase 07/01/2008.

**APPENDIX A
CERTIFICATE HOLDER WAGE CHARTS**

WATER DISTRIBUTION

S-1 (.50 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.48	16.37	17.24	18.11	19.03
	01/01/2009 (2.5%)	15.87	16.78	17.67	18.56	19.51
	07/1/2009 (2.75%)	16.31	17.24	18.16	19.08	20.05
	07/1/2010 (2.6%)	16.73	17.69	18.63	19.57	20.57
	07/1/2011 (2.0%)	17.06	18.04	19.00	19.96	20.98

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.51	17.49	18.39	19.37	20.31
	01/01/2009 (2.5%)	16.92	17.93	18.85	19.86	20.82
	07/1/2009 (2.75%)	17.39	18.42	19.37	20.40	21.39
	07/1/2010 (2.6%)	17.84	18.90	19.88	20.93	21.94
	07/1/2011 (2.0%)	18.20	19.28	20.27	21.35	22.38

*No wage increase 07/01/2008.

S-2 (.40 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.38	16.27	17.13	17.99	18.93
	01/01/2009 (2.5%)	15.76	16.68	17.56	18.44	19.41
	07/1/2009 (2.75%)	16.20	17.14	18.04	18.95	19.94
	07/1/2010 (2.6%)	16.62	17.58	18.51	19.44	20.46
	07/1/2011 (2.0%)	16.95	17.93	18.88	19.83	20.87

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.41	17.38	18.29	19.27	20.20
	01/01/2009 (2.5%)	16.82	17.82	18.74	19.75	20.71
	07/1/2009 (2.75%)	17.28	18.31	19.26	20.29	21.28
	07/1/2010 (2.6%)	17.73	18.78	19.76	20.82	21.83
	07/1/2011 (2.0%)	18.09	19.16	20.15	21.24	22.27

*No wage increase 07/01/2008.

S-3 (.25 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.22	16.10	16.96	17.84	18.76
	01/01/2009 (2.5%)	15.60	16.50	17.39	18.29	19.23
	07/1/2009 (2.75%)	16.03	16.96	17.87	18.79	19.76
	07/1/2010 (2.6%)	16.44	17.40	18.33	19.28	20.27
	07/1/2011 (2.0%)	16.77	17.75	18.70	19.66	20.67

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.25	17.22	18.13	19.09	20.05
	01/01/2009 (2.5%)	16.65	17.65	18.58	19.56	20.55
	07/1/2009 (2.75%)	17.11	18.14	19.09	20.10	21.12
	07/1/2010 (2.6%)	17.56	18.61	19.59	20.63	21.66
	07/1/2011 (2.0%)	17.91	18.98	19.98	21.04	22.10

*No wage increase 07/01/2008.

S-4 (.15 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.10	16.00	16.86	17.73	18.66
	01/01/2009 (2.5%)	15.48	16.40	17.28	18.18	19.12
	07/1/2009 (2.75%)	15.91	16.85	17.76	18.68	19.65
	07/1/2010 (2.6%)	16.32	17.29	18.22	19.16	20.16
	07/1/2011 (2.0%)	16.65	17.63	18.59	19.54	20.56

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.13	17.11	18.02	18.99	19.93
	01/01/2009 (2.5%)	16.53	17.54	18.47	19.47	20.43
	07/1/2009 (2.75%)	16.99	18.02	18.98	20.00	20.99
	07/1/2010 (2.6%)	17.43	18.49	19.47	20.52	21.53
	07/1/2011 (2.0%)	17.78	18.86	19.86	20.94	21.97

*No wage increase 07/01/2008.

WATER TREATMENT PLANT

(F)D-1 (.75 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.75	16.65	17.51	18.37	19.31
	01/01/2009 (2.5%)	16.15	17.06	17.94	18.83	19.79
	07/1/2009 (2.75%)	16.59	17.53	18.44	19.34	20.34
	07/1/2010 (2.6%)	17.02	17.99	18.92	19.85	20.87
	07/1/2011 (2.0%)	17.36	18.35	19.30	20.24	21.28

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.78	17.76	18.67	19.65	20.58
	01/01/2009 (2.5%)	17.20	18.21	19.13	20.14	21.10
	07/1/2009 (2.75%)	17.67	18.71	19.66	20.69	21.68
	07/1/2010 (2.6%)	18.13	19.19	20.17	21.23	22.24
	07/1/2011 (2.0%)	18.49	19.58	20.57	21.66	22.69

*No wage increase 07/01/2008.

(F) D-2 (.55 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.54	16.43	17.29	18.16	19.09
	01/01/2009 (2.5%)	15.93	16.84	17.72	18.61	19.57
	07/1/2009 (2.75%)	16.37	17.30	18.21	19.13	20.10
	07/1/2010 (2.6%)	16.80	17.75	18.68	19.62	20.63
	07/1/2011 (2.0%)	17.13	18.11	19.06	20.01	21.04

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.56	17.54	18.45	19.42	20.37
	01/01/2009 (2.5%)	16.98	17.98	18.91	19.91	20.88
	07/1/2009 (2.75%)	17.44	18.47	19.43	20.45	21.45
	07/1/2010 (2.6%)	17.90	18.95	19.93	20.98	22.01
	07/1/2011 (2.0%)	18.26	19.33	20.33	21.40	22.45

*No wage increase 07/01/2008.

(F) D-3 (.35 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.32	16.21	17.08	17.94	18.88
	01/01/2009 (2.5%)	15.70	16.61	17.51	18.39	19.35
	07/1/2009 (2.75%)	16.13	17.07	17.99	18.89	19.88
	07/1/2010 (2.6%)	16.55	17.51	18.46	19.38	20.40
	07/1/2011 (2.0%)	16.89	17.86	18.82	19.77	20.81

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.35	17.32	18.23	19.20	20.15
	01/01/2009 (2.5%)	16.76	17.75	18.69	19.68	20.65
	07/1/2009 (2.75%)	17.22	18.24	19.20	20.22	21.22
	07/1/2010 (2.6%)	17.67	18.72	19.70	20.75	21.77
	07/1/2011 (2.0%)	18.02	19.09	20.09	21.17	22.21

*No wage increase 07/01/2008.

(F) D-4 (.15 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.10	16.00	16.86	17.73	18.66
	01/01/2009 (2.5%)	15.48	16.40	17.28	18.18	19.12
	07/1/2009 (2.75%)	15.91	16.85	17.76	18.68	19.65
	07/1/2010 (2.6%)	16.32	17.29	18.22	19.16	20.16
	07/1/2011 (2.0%)	16.65	17.63	18.59	19.54	20.56

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.13	17.11	18.02	18.99	19.93
	01/01/2009 (2.5%)	16.53	17.54	18.47	19.47	20.43
	07/1/2009 (2.75%)	16.99	18.02	18.98	20.00	20.99
	07/1/2010 (2.6%)	17.43	18.49	19.47	20.52	21.53
	07/1/2011 (2.0%)	17.78	18.86	19.86	20.94	21.97

*No wage increase 07/01/2008.

WASTEWATER TREATMENT PLANT

B (1.20 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.25	17.13	17.99	18.87	19.79
	01/01/2009 (2.5%)	16.65	17.56	18.44	19.34	20.29
	07/1/2009 (2.75%)	17.11	18.04	18.95	19.87	20.84
	07/1/2010 (2.6%)	17.56	18.51	19.44	20.39	21.39
	07/1/2011 (2.0%)	17.91	18.88	19.83	20.80	21.81

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	17.27	18.25	19.15	20.13	21.06
	01/01/2009 (2.5%)	17.70	18.70	19.63	20.63	21.59
	07/1/2009 (2.75%)	18.19	19.22	20.17	21.20	22.18
	07/1/2010 (2.6%)	18.66	19.72	20.69	21.75	22.76
	07/1/2011 (2.0%)	19.03	20.11	21.11	22.19	23.22

*No wage increase 07/01/2008.

C (.60 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.60	16.48	17.34	18.21	19.14
	01/01/2009 (2.5%)	15.99	16.89	17.78	18.67	19.62
	07/1/2009 (2.75%)	16.43	17.36	18.26	19.18	20.15
	07/1/2010 (2.6%)	16.85	17.81	18.74	19.68	20.68
	07/1/2011 (2.0%)	17.19	18.16	19.11	20.07	21.09

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.63	17.59	18.51	19.48	20.42
	01/01/2009 (2.5%)	17.04	18.03	18.97	19.96	20.93
	07/1/2009 (2.75%)	17.51	18.53	19.49	20.51	21.51
	07/1/2010 (2.6%)	17.97	19.01	20.00	21.04	22.07
	07/1/2011 (2.0%)	18.33	19.39	20.40	21.46	22.51

*No wage increase 07/01/2008.

D (.25 rolled into base pay 7/1/05)

<u>PAY RATE I</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	15.22	16.10	16.96	17.84	18.76
	01/01/2009 (2.5%)	15.60	16.50	17.39	18.29	19.23
	07/1/2009 (2.75%)	16.03	16.96	17.87	18.79	19.76
	07/1/2010 (2.6%)	16.44	17.40	18.33	19.28	20.27
	07/1/2011 (2.0%)	16.77	17.75	18.70	19.66	20.67

<u>PAY RATE II</u>	EFFECTIVE	ENTRY	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
	07/01/2008*	16.25	17.22	18.13	19.10	20.05
	01/01/2009 (2.5%)	16.65	17.65	18.58	19.57	20.55
	07/1/2009 (2.75%)	17.11	18.14	19.09	20.11	21.12
	07/1/2010 (2.6%)	17.56	18.61	19.59	20.63	21.66
	07/1/2011 (2.0%)	17.91	18.98	19.98	21.05	22.10

*No wage increase 07/01/2008.

APPENDIX B

Accommodation 4-Day/40-Hour Work Week

Article 25 of the present Labor Agreement specifies "an employee's workday and workweek shall consist of eight (8) consecutive working hours per day and forty (40) hours per week." In the interest of efficiently managing weekend work demands and accommodating the interests and personal needs of employees assigned to work weekend shifts, the parties to this agreement propose an alternative ten hour per day, four day per week schedule be approved and applied on a trial basis to two "weekend positions" in the Parks Division. The schedule shall be subject to review twelve months after its implementation, and shall be continued only with the further consent of both parties to this agreement.

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

ARTICLE 10 - GRIEVANCE PROCEDURE

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

ARTICLE 12 - DISCHARGE AND SUSPENSION

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

ARTICLE 14 - PROBATIONARY EMPLOYEES

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

ARTICLE 15 - SENIORITY

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

ARTICLE 16 - JOB ELIMINATION/LAYOFF/RECALL

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

ARTICLE 17 - JOB POSTING AND BIDDING PROCEDURES

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

ARTICLE 18 - LEAVES OF ABSENCE

- C.2. Man days allowed for Union business shall be as measured by the regular work schedule of each absent employee.
- E 2, 3 Allowed thirty (30) day balances or accrued leave shall be measured as 240 hours.

ARTICLE 20 - TEMPORARY/DAILY ASSIGNMENTS

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

ARTICLE 23 - JURY DUTY

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

ARTICLE 25 - WORKING HOURS

- A. For the positions covered by this Appendix B, the workday and workweek shall consist of ten (10) consecutive working hours per day and forty (40) hours per week.
- B. Employees assigned to a shift of ten (10) hours, or longer, shall be allowed break time of not more than thirty (30) minutes during the shift. This time is to be divided into not more than three (3) breaks.

ARTICLE 26 - TIME AND ONE-HALF/COMPENSATORY TIME/DOUBLE TIME

- B.1. Employees assigned to a workweek of four ten (10) hour shifts will be paid time and one-half for all hours over ten (10) in one shift or forty (40) in one week.
- D. The maximum number of hours an employee may use for compensatory time in any calendar year is 90 (60 hours of overtime), regardless of work schedule.
- E. Double time provisions will apply to all hours worked in excess of twelve (12) consecutive hours, regardless of work schedule.
- F. An employee assigned to a workweek of four ten (10) hour shifts who is called in to work in excess of four hours prior to the start of his regularly scheduled shift will be paid one and one-half times the employee's regular rate for all hours worked. The employee must work or use proper leave time to reach ten (10) consecutive hours in order to qualify for overtime or premium pay, as appropriate, for that shift. The ten (10) hours fulfill the employee's obligation for the day's scheduled shift.

ARTICLE 28 - WORKERS' COMPENSATION

The one hundred twenty (120) working hours allowance before charging sick leave applies regardless of work schedule.

ARTICLE 30 - SICK LEAVE

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

ARTICLE 31 - FUNERAL LEAVE

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

ARTICLE 32 - HOLIDAY PROVISIONS

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

ARTICLE 34 - VACATION PERIOD

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

BENEFIT TIME: Refer to Benefit Time Article.

APPENDIX C
COMMERCIAL DRIVERS LICENSE (CDL)
SUBSTANCE ABUSE PROGRAM

I. GENERAL

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

II. POSITIVE ALCOHOL TEST RESULT

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

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

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

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

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

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

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

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

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

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

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

-subject to Last Chance Agreement in accordance to Section IV

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

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

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

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

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

III. POSITIVE ILLEGAL /CONTROLLED SUBSTANCE TEST RESULT

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

IV LAST CHANCE AGREEMENT

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

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



Community BlueSM PPO

Non Standard Plan 10, U.P. Blue, \$250/\$500 Ded In Network, No coinsurance in network, \$750 Prevent, \$20OV/Chiro, RM100, \$150ER

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

In-Network

Out-of-Network

Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$750 per member per calendar year

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

Mammography

Mammography Screening	Covered – 100%	Covered – 60% after deductible
One per calendar year, no age restrictions		

Physician Office Services

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

Emergency Medical Care

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

Diagnostic Services

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

Maternity Services Provided by a Physician

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		

Hospital Care

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

Alternatives to Hospital Care

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		

Surgical Services

In-Network

Out-of-Network

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	Covered – 50% after deductible	Covered – 50% after deductible
• Facility and Clinic	Covered – 50%	Covered – 50% after deductible
• Physician's Office	Covered – 50% after deductible	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	Covered – 100% after deductible	Covered – 100% after deductible
• Facility and Clinic	Covered – 100%	Covered – 60% after deductible
• Physician's Office – excludes speech and occupational therapy	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.

Deductible	\$250 per member, \$500 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$500 per member, \$1,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• 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 Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• 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 Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$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

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

<p>Rider CBPCMS750 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>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. 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. 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	Copay for up to a 34 day supply: <ul style="list-style-type: none"> • \$10 for each Tier 1 (generic) drug • \$20 for each Tier 2 (formulary brand) drug • \$30 for each Tier 3 (nonformulary brand) drug Copay for a 35 to 90 day supply: <ul style="list-style-type: none"> • \$20 for each Tier 1 (generic) drug • \$40 for each Tier 2 (formulary brand) drug • \$60 for each Tier 3 (nonformulary brand) drug 	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 Note: 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. Note: 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. 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>

Non Standard Traditional Plus Dental Coverage Plan 7

Benefits-at-a-Glance City of Marquette



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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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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.

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.

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

	VSP network doctor	Non-VSP provider
Copays		
• 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
Eye exam		
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	
Lenses and frames		
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. Note: 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 Note: 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	
Contact lenses		
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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Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

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Scaling and root planing	Covered – 80%, once every 24 months per quadrant
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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
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Tissue conditioning	Covered – 80%, once every 36 months per arch
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