

AGREEMENT

Between

THE CITY OF KINGSFORD

AND

KINGSFORD CITY EMPLOYEES' CHAPTER
OF LOCAL #1176, MICHIGAN
COUNCIL #25, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AFL-CIO

July 1, 2020-June 30, 2021

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
<u>AGREEMENT</u>	1
1. <u>RECOGNITION</u>	1
2. <u>UNION SECURITY</u>	1
3. <u>AUTHORIZATION FOR PAYROLL DEDUCTIONS FOR UNION DUES OR THE EQUIVALENT</u>	2
4. <u>UNION REPRESENTATION</u>	2
5. <u>STEWARD AND ALTERNATE STEWARD</u>	2
6. <u>SPECIAL CONFERENCES</u>	3
7. <u>GRIEVANCE PROCEDURE</u>	3
8. <u>WITHDRAWAL OF CASES</u>	5
9. <u>COMPUTATION OF BACK WAGES</u>	5
10. <u>DISCHARGE AND DISCIPLINE</u>	5
11. <u>SENIORITY</u>	6
12. <u>SENIORITY LISTS</u>	6
13. <u>LOSS OF SENIORITY</u>	6
14. <u>SHIFT PREFERENCE</u>	7
15. <u>SENIORITY OF STEWARD</u>	7
16. <u>SUPPLEMENTAL AGREEMENTS</u>	7
17. <u>LAYOFF DEFINED</u>	7
18. <u>RECALL PROCEDURE</u>	8
19. <u>TRANSFERS</u>	8
20. <u>PROMOTIONS</u>	8
21. <u>VETERANS</u>	9
22. <u>EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS</u>	9
23. <u>LEAVES OF ABSENCE</u>	9
24. <u>UNION BULLETIN BOARDS</u>	14

25. RATES FOR NEW JOBS..... 14

26. TEMPORARY ASSIGNMENTS..... 14

27. JURY DUTY..... 14

28. SAFETY COMMITTEE..... 14

29. EQUALIZATION OF OVERTIME HOURS..... 15

30. WORKING HOURS..... 15

31. COFFEE BREAKS..... 16

32. APPENDIXES..... 17

33. SICK LEAVE..... 17

34. FUNERAL LEAVE..... 18

35. HOLIDAY PROVISIONS..... 18

36. VACATION..... 18

37. VACATION PERIOD..... 20

38. PAY ADVANCE..... 20

39. HOSPITALIZATION MEDICAL COVERAGE..... 21

40. TERM LIFE INSURANCE..... 24

41. BENEFITS..... 24

42. TIME AND ONE-HALF..... 24

43. LONGEVITY..... 25

44. RETIREMENT PLAN..... 25

45. MANAGEMENT RIGHTS AND RESPONSIBILITIES..... 26

46. TERM OF AGREEMENT..... 26

47. LABOR-MANAGEMENT COMMITTEE..... 26

48. REJECTION, MODIFICATION, OR TERMINATION.....27

APPENDIX A	-	WAGE RATES AND JOB DUTIES
APPENDIX B	-	INSURANCE
APPENDIX C	-	WEARING APPAREL AND UNIFORMS
APPENDIX D	-	UTILITY - MAINTENANCE CLASSIFICATION
APPENDIX E	-	AUTHORIZATION FOR PAYROLL DEDUCTIONS FOR UNION DUES

AGREEMENT

This Agreement entered into as of July 1, 2020, between the City of Kingsford (hereinafter referred to as the "Employer") and Kingsford City Employees' Chapter of Local #1176, affiliated with Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

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.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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.

1. RECOGNITION : Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement of all employees of the Employer included in the bargaining units described below.

The Union shall represent the following employees: All City employees, excluding the City Manager, City Treasurer, City Assessor, Superintendent of Public Works, Water Department Superintendent, Director of Public Safety and all Public Safety Officers, all part-time employees, all CETA employees and other governmental employees, Deputy City Clerk and Administrative Assistant/Accounts Payable Clerk.

The present employees who are represented by the Union, the department to which they belong and their date of seniority are set forth on an attached Schedule A.

2. UNION SECURITY

(a) Membership in the Union shall be open to all employees regardless of race, creed, sex, marital status, religion, handicap, age or national origin.

(b) It is recognized that the proper negotiations and administration of collective bargaining agreements entail expense, which is appropriately shared by all employees who are beneficiaries of such agreements.

(c) Authorized dues deductions shall be made from the first regular pay period each month within fourteen (14) days after such authorization is received and the City agrees promptly to remit to the designated Union official all monies so deducted, accompanied by a list of employees from whom deductions have been made.

(d) It is understood that Michigan Public Act 349 makes some of the provisions of Articles 2 and 3 inappropriate. If there is a final appellate decision or legislative change that repeals Michigan Public Act 349 of 2012, the parties agree that the applicable provisions of Articles 2 and 3 shall be reinstated as they appear in the 2011-2014 Agreement.

(e) The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of the application of this Article.

(f) The Union agrees to refund to the City any amounts paid to it in error on account of the dues checkoff provision upon presentation of proper evidence thereof.

3. AUTHORIZATION FOR PAYROLL DEDUCTIONS FOR UNION DUES OR THE EQUIVALENT

(a) Employees are to execute one of the deduction forms attached as an Appendix to this Agreement.

(b) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the Authorization is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

4. UNION REPRESENTATION

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

5. STEWARD AND ALTERNATE STEWARD

The Union shall appoint a Chapter Chair and one (1) Steward to act on behalf of all members of the bargaining unit. An Alternate Steward shall be appointed to act only in the absence or disability of the Steward.

The Steward, during the working hours without loss of time or pay, or at such other times as are mutually agreeable, shall investigate and present grievances to the Employer.

6. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

7. GRIEVANCE PROCEDURE: Time of Answers

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

The grievance must be presented in writing by the Steward to the immediate supervisor within ten (10) working days of the employee's knowledge of its occurrence. If no written grievance is presented within ten (10) working days, it shall be deemed to be waived. A working day shall be Monday through Friday (excluding holidays).

A grievance shall mean a complaint filed by an employee concerning the application and interpretation of this Agreement as written. Any employee having a grievance shall present it to the employer as follows:

STEP I

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward and with the immediate supervisor.

(b) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor.

(c) The immediate supervisor shall answer the grievance within two (2) working days.

STEP II

If the grievance has not been settled, it shall be presented in writing by the Steward to the City Manager within five (5) days after the supervisor's response is due. The City Manager shall respond to the Steward in writing within ten (10) working days.

STEP III

If the grievance remains unsettled, it shall be presented by the Chapter Chairman, in writing, to the City Council by presenting the same to the City Clerk within seven (7) days after the response of STEP II is due. The City Council or its representative shall contact the Union within five (5) working days to set up a meeting to discuss the grievance. Such a meeting shall take place within fourteen (14) calendar days of said request (unless the parties agree to an extension), and shall be between a Committee of the Council and the Union. The City Council shall respond, in writing, to the Chapter Chairman within five (5) working days after its next regularly scheduled Council meeting.

STEP IV

(a) If the answer to Step III is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the Union Council within twenty-five (25) working days after the reply of Step III is due.

(b) In the event the Union Council wishes to carry the matter further, it shall, within twenty-five (25) working days from the date of the Employer's last answer at Step III, meet with the Employer for the purpose of attempting to settle the grievance, and if unable to settle the grievance, to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) days from the meeting called for that purpose, then the parties shall utilize the services of a Michigan-Wisconsin arbitrator selected through the Federal Mediation and Conciliation Service procedures. If the Federal Mediation and Conciliation Service declines to make its arbitration selection procedures available to the parties, selection shall be made through the American Arbitration Association.

(c) The arbitrator shall issue a decision based solely on the express terms of this Agreement and shall have no power or authority to amend, modify, add to or subtract from this Agreement either directly or indirectly. Nor shall the arbitrator reverse, modify or overrule any exercise of management's rights except to the extent that such exercise violates this Agreement, provided the arbitrator shall be empowered to modify the severity of discipline imposed by the Employer where such modification is reasonable under the circumstances. The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. The decision of the arbitrator shall be final and binding on the Union and its members, the employee or employees involved and the Employer: provided, however, that each

party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

(d) A grievance may be withdrawn once without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within two (2) weeks from the date of withdrawal, the grievance may not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

8. WITHDRAWAL OF CASES

After a case has been referred to the Federal Mediation and Conciliation Service or the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate. If a mistake is made in payroll amounting to less than \$20.00, the adjustment will be made by the following pay check.

10. DISCHARGE AND DISCIPLINE (For Cause)

(a) Notice of Discharge or Discipline. The employer agrees promptly upon the discharge or discipline for cause of an employee (except probationary employees who may be discharged or disciplined without cause being shown) to notify in writing the Steward of the discharge or discipline.

(b) The discharged or disciplined employee, except probationary employee, will be allowed to discuss his discharge or discipline with the Steward, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer, provided the employee is not drunk or disorderly. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee (except probationary employee) or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer

within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step II of the Grievance Procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless the infraction is for the same or similar offense.

11. SENIORITY

(a) New employees hired in the department shall be considered as probationary employees for the first one hundred eighty (180) regular working days of actual employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the department and shall rank for seniority from the date of employment. There shall be no seniority among probationary employees. If two employees have the same date of hire, seniority shall be determined by alphabetical order of the last names at date of hire. The Employer reserves the right to discipline or discharge probationary employees without cause being shown, and there shall be no recourse to the grievance procedure.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(c) Seniority shall be defined as the length of the employee's service within the Public Works department dating from the employee's last date of hire in the department.

12. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union Secretary with up-to-date copies at least once a year.

13. LOSS OF SENIORITY

An employee shall lose his seniority for the following' reasons only:

(a) He resigns - quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the Employer. On proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the Grievance Procedure.

(d) If he does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

14. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within each classification.

15. SENIORITY OF STEWARD

Notwithstanding his position on the seniority list, the Steward shall, in the event of a layoff of any type, be continued to work as long as there is a job he can perform and shall be recalled to work in the event of a layoff on the first open job in the City which he can perform.

16. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a reasonable time following the conclusion of negotiations.

17. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force due to a decrease of work or required by financial consideration.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a department basis. Seniority employees will be laid off according to seniority as defined in Sections 11(a) and 15. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference, and if not resolved it shall then be subject to the final step of the Grievance Procedure (arbitration).

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

18. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Sections 11(c) and 15. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within one (1) week from date of mailing of notice of recall he shall be considered a "quit".

19. TRANSFERS

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall accumulate seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) In the event of a vacancy or newly-created position, employees shall be given the opportunity to transfer on the basis of (1) ability and (2) seniority. If ability is equal, seniority shall govern. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place at least seven (7) calendar days prior to filling such vacancy or newly-created position.

20. PROMOTIONS

(a) Promotions. Promotions within the bargaining unit shall be made on the basis of (1) qualifications and (2) seniority. If qualifications are equal, seniority shall govern. Job vacancies will be posted (in a conspicuous place) for a period of seven (7) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply within the seven (7) calendar day posting period. The employee selected by the Employer applying for the promotion and who meets the requirements shall be placed in the position. In the event the applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Steward; in the event the applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

(b) New Job Trial Period. Employees who are promoted shall be required to serve a new job trial period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all of the requirements of the

position. If the employee fails to meet all of the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job trial period. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step in the Grievance Procedure. An employee will also be returned to their former classification during this trial period upon the employee's request.

(c) During the new job trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

21. VETERANS: Reinstatement Of

The re-employment rights of employees will be in accordance with all applicable laws and regulations.

22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) 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 with the Employer 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 normal limit, except in the case of an emergency declared by the Governor or President.

23. LEAVES OF ABSENCE

In addition to leaves granted in compliance with the Family Medical Leave Act (FMLA), the Employer grants leaves of absence to employees under certain circumstances. It is understood by the parties that leaves of absence are to be used for the purpose intended, and the employee shall make his intent known when applying for such leaves. It shall constitute just cause for discipline, up to and

including discharge, for an employee to falsify the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the leave section involved.

(a) **Disability Leave.** A disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits; however, the Employer will continue to pay the employer's portion of health insurance premiums for coverage in effect at the time, for a period of six (6) months or until accumulated sick leave is exhausted, whichever is greater, for an employee while he/she is on disability or sick leave. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this section. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work, and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employers are required to notify the Employer of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work. In the event that there is a dispute between the Employer's physician and the employee's physician concerning the employee's ability to perform his job, the two physicians shall select a third physician to examine the employee.

(b) **Unpaid Personal Leave of Absence.** The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days for reasons that do not qualify for FMLA leave; provided, however, that such leaves will be granted in instances of prolonged illness in the employee's immediate family. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Employer. Such requests

shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing and signed by an authorized representative of the Employer.

(c) Educational Leave. The Employer may in its discretion grant employees an educational leave of absence without pay to allow the employee to attend classes that are considered by the Employer to be beneficial to its operation. The maximum length of time for such an educational leave shall be determined by the Employer in its sole discretion.

(d) Union Leave. The Employer will grant leaves without pay to employees elected to attend the Union's conventions and conferences. Requests for such leave must be in writing a reasonable time in advance, showing location and dates of conventions and conferences.

(e) Community Service Leave. The Employer may in its discretion grant employees a community service leave of absence without pay to allow employees to participate in a service to the community or civic organization recognized by the employer as beneficial to the citizens of Kingsford. Requests for such leave shall be in writing, signed by the employee, and given to the employer a reasonable time in advance. Collectively the employees shall be eligible for a maximum combined total of five (5) working days per year of community service leave.

(f) Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons.

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter or parent with a serious health condition; and
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 work weeks of leave during a “rolling” 12-month period measured backward from the date an employee uses any leave, provided that employees continue to be eligible for benefits under the FMLA. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems are periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. The provisions of this section are supplemented by the Employer’s Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act. Disputes regarding FMLA leave are not subject to the grievance and arbitration procedures of this Agreement.

Employees shall continue to accrue seniority while on an approved leave of absence. Employees returning from leaves of absence will be reinstated to their former position or to a position to which their seniority would entitle them to hold. The Employer may in its sole discretion extend the period for any leave.

(g) Paid Personal Leave. Employees shall be entitled to three (3) paid personal leaves days per year, chargeable to sick leave.

(h) Workers’ Compensation Leave. Upon written application (the incident report), a workers compensation leave of absence for a period of not more than twelve (12) months (including time spent on an FMLA leave) will be granted to an employee who is unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker’s Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer’s right to require medical proof. Extension of the leave may be granted by the Employer upon the written request of the employee for a period of up to twelve (12) months if the Employer’s medical advisors indicate that the employee has a reasonable possibility to be able to return to work within the period of the extension. The Employer may require at any time, as a condition of continuance of a worker’s compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee’s leave of absence shall immediately end. A workers compensation leave is considered to be an unpaid leave of absence, but the employee may utilize accrued paid sick leave, paid personal leave, and vacation to supplement workers compensation payments the extent necessary to maintain the employee’s net take home pay at 80% based upon a forty (40) hour work week or the employee’s normal work week, whichever is lesser.

(i) Benefit Accrual and Payment while on Workers Compensation. The following provisions shall apply to an employee on workers compensation leave:

(1) Vacation Accrual while on Workers Compensation. Time during a workers compensation leave of absence shall be considered hours worked for purposes of accrual of vacation during the first twenty-six (26) weeks of an employee's workers compensation leave. An employee will be considered to have worked forty (40) hours during any week the employee was off work on a workers compensation leave during these twenty-six (26) qualifying weeks.

(2) Holidays while on Workers Compensation Leave. Employees who are on workers compensation leave shall receive twelve (12) hours of pay at their regular straight time rate for each holiday that occurs during the first thirteen (13) pay periods after the commencement of their workers compensation leave. Employees on workers compensation leave will not be eligible for holiday pay after completion of the first thirteen (13) pay periods after the commencement of their workers compensation leave.

(3) Sick Leave accrual while on Workers Compensation. An employee who loses time from work during any calendar year will receive sick leave on the following January 1st pro-rated based upon the ratio of the number of hours of work or pay received in the prior year to 2080, rounded to the nearest one half (.5) hour. Time during a workers compensation leave of absence shall be considered hours worked for purposes of accrual of paid sick leave during the first twenty-six (26) weeks of an employee's workers compensation leave, but will not be counted for purposes of accrual of paid sick leave after the end of that initial period. An employee will be considered to have worked forty (40) hours during any week the employee was off work on a workers compensation leave during these twenty-six (26) qualifying weeks.

(4) Personal Leave accrual while on Workers Compensation. An employee who loses time from work during any calendar year will receive paid personal leave on the following January 1st pro-rated based upon the ratio of the number of hours of work or pay received in the prior year to 2080, rounded to the nearest one half (.5) hour. Time during a workers compensation leave of absence shall be considered hours worked for purposes of accrual of paid personal leave during the first twenty-six (26) weeks of an employee's workers compensation leave, but will not be counted for purposes of accrual of paid sick leave after the end of that initial period. An employee will be considered to have worked forty (40) hours during any week the employee was off work on a workers compensation leave during these twenty-six (26) qualifying weeks.

(5) Health Care coverage while on Workers Compensation. Employees on a workers compensation leave will be eligible for Employer-paid insurance for a

period of up to twelve (12) consecutive months on the same terms that would exist if they were on active duty and not on the workers compensation leave. After the completion of this twelve (12) month period, the employee may continue coverage in accordance with the provisions of Section 36F that are applicable to unpaid leaves of absence.

24. UNION BULLETIN BOARDS

The Employer will provide space for bulletin boards in each building which may be used by the Union for posting notices.

The Employer shall be furnished with a copy of each notice prior to posting.

25. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

26. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Also, employees eligible for holiday pay, will receive the higher rate for the holiday if they worked to fill a vacancy on the preceding day and the workday immediately following the holiday.

27. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

28. SAFETY COMMITTEE

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the Steward and shall meet when necessary for the purpose of making written recommendation to the Employer. All damages done to equipment must be reported by the employee the day the damage occurs.

29. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classification. The Employer shall furnish a list of overtime hours to the Union Secretary each pay period.

Overtime hours will be computed from July 1 through June 30 of each year by the Union.

30. WORKING HOURS: Shift Premium and Hours

(a) The regular full working day for employees of the Public Works Department shall consist of eight and one-half (8½) hours, including a half hour for lunch each day. The regular shift shall be between the hours of 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m. or from April 1 through and including September 30, 6:00 a.m. and 2:30 p.m., at the discretion of the City Manager. The Employer has the right to establish shifts other than the regular shift and if it does so the employees shall receive an additional twenty-five (25) cents per hour for those hours worked before 7:00 a.m. and after 3:30 p.m.

(b) Employees in the Public Works Department who work between the conclusion of the normal shift in the afternoon and the normal starting time the next morning shall be paid a shift premium of ten (10) cents per hour only when the employee is working at straight time.

(c) Public Works Employees who are called to work prior to the start of their regular shift (7:00 am. and 8:00 am.) shall be entitled to work their regular shift, subject to this limitation: That after said employee has worked a total of eleven (11) hours (this is time worked prior to regular shift, plus time worked on regular shift), his supervisor shall have the right to terminate the employee's employment for that day.

(d) Employees who are called in to work at time other than their regularly scheduled shift shall be paid for two (2) hours at a time and one-half (1½) their regular straight time rate of pay or for the time actually worked at the appropriate rate, whichever is greater. The hourly pay guarantee of this section does not apply to instances where the employee is required to perform duties past the scheduled termination of their regularly scheduled shift or are performing scheduled overtime work such as park opening or closure duties.

(e) The Employer has the right to assign up to two (2) employees to a work week wherein the regular work week would include Saturday and Sunday with the employee receiving two (2) other consecutive days off.

(f) Water System/Sanitary Lift Station Weekend/Holiday Duties. Water plant operators performing weekend/holiday duties will be required to conduct required and routine monitoring and inspections of the water systems mechanical operation and sanitary lift stations to ensure safe and efficient operation of the facilities. The employee performing weekend duties will be paid for two hours or the time actually worked, whichever is greater, at time and one-half (1½) their regular rate for the work necessary to perform each day of weekend/holiday duties.

(g) Park Opening/Closing Duties. Employees performing standby duty will be provided with a pager or cellular telephone and will be the first individual called to perform duties after regular hours. When the parks are open, the employee on standby will be required to close the parks on weekdays and to open and close the parks during weekends and on holidays. The employee on standby will be paid for one hour or the time actually worked, whichever is greater, at time and one-half (1½) their regular rate for each day they close the parks and will be paid for one hour or the time actually worked, whichever is greater, at time and one-half (1½) their regular rate for each day they open the parks. DPW employees who are on standby duty for weekend and holiday callout shall be paid for a minimum of two (2) hours of work for each day (Saturday, Sunday and Holiday) they are on call. These employees, while on standby duty, will be permitted to utilize a designated city vehicle upon request, as long as they reside within ten (10) miles of the corporation limits of the city of Kingsford and they otherwise comply with the City's Vehicle Use Policy.

31. COFFEE BREAKS

It has been customary to take a fifteen (15) minute "coffee break" in the morning and afternoon on each day or the first half and second half of a regular shift, whichever may apply. In the City services, employees are under constant observation. The following policy shall apply:

(a) There shall be no accumulation of coffee break time.

(b) Public Works Department "coffee break" is as follows: Fifteen (15) minute "coffee break" in the morning and a fifteen (15) minute "coffee break" in the afternoon or the first half and second half of their regular shift, whichever may apply. The fifteen (15) minute period shall be taken on the job site, in the vehicle, but not returning to the garage. No travel time will be allowed.

(c) It is suggested that much discretion be used regarding "coffee breaks" to avoid criticism and loss of production.

32. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A	-	Wage Rates and Job Duties
Appendix B	-	Insurance
Appendix C	-	Wearing Apparel and Uniforms
Appendix D	-	Utility-Maintenance Classification
Appendix E	-	Authorization for Payroll Deductions for Union Dues

33. PAID SICK LEAVE

All members covered by this agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year with a maximum accumulation of one hundred thirty-six (136) days. Fifty percent (50%) of unused sick leave days up to an accumulation of one thousand (1,000) hours will be paid upon retirement from employment. Upon death of an employee, this benefit shall be paid to the beneficiary designated by the employee. The employee may be required to supply, on the City of Kingsford form, a signed release from a medical professional (Nurse Practitioner, Physician’s Assistant, Optometrist, Dentist, Chiropractor etc.) to the Employer for the first day the employee is off work. An Employee that is on sick leave for (7) seven consecutive working days or more is required to provide a signed physician’s statement to return to duty and/or continue on paid sick leave. In accordance with the provisions of P.A.369 of 2018, a full time employee may use up to forty (40) hours annually of accumulated sick leave, as non-personal sick leave. The employee shall call his/her supervisor to notify the Employer of his/her or family illness. Failure to do so shall result in loss of wages.

Failure to call for three (3) consecutive working days shall result in loss of seniority as explained in Section 13. An employee, while on sick leave, will be determined to be on continued employment for the purposes of computing all benefits referred to in this Agreement and will be counted as days worked specifically.

Paid sick leave may be utilized during periods when an employee is receiving voluntary worker’s compensation payments from the Employer to the extent necessary to maintain the employee’s net take home pay based upon a forty (40) hour work week or the employee’s normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker’s Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

34. FUNERAL LEAVE

Upon written application and for funeral purposes, an employee shall be allowed one (1), two (2), or three (3) working days for funeral leave not to be deducted from sick leave for a death in the employee's immediate family. Immediate family is to be defined as follows: (step) mother, (step) father, (step) brother, (step) sister, wife or husband, (step) son, (step) daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts, uncles, (step) grandchildren, son-in-law, daughter-in-law and grandparents.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

Personal leave days may be used to attend the funeral of anyone not within the immediate family.

35. HOLIDAY PROVISIONS

The paid holidays are designated as:

- The day before New Year's Day
- New Year's Day
- Good Friday
- Easter Sunday (One (1) Water Department employee only)
- Memorial Day
- Fourth of July
- Labor Day
- The day after Thanksgiving Day
- Thanksgiving Day
- The day before Christmas Day
- Christmas Day

Employees will be paid their current rate based on an eight (8) hour day for Public Works employees for said holidays.

36. VACATION: Eligibility

Vacation Eligibility. All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

YEARS OF CONTINUOUS SERVICE	TIME OFF
Less than one (1) year	40 hrs (1.54 hr/pp)
At least one (1) year but less than five (5) years	80 hrs (3.07 hr/pp)
At least five (5) years but less than eleven (11) years	96 hrs (3.69 hr/pp)
At least eleven (11) but less than seventeen (17) years	136 hrs (5.23 hr/pp)
At least seventeen (17) but less than twenty-one (21) years	176 hrs (6.77 hr/pp)
At least twenty one (21) but less than twenty-five years	188 hrs (7.23 hr/pp)
At least twenty-five years	200 hrs (7.69 hr/pp)

Vacation leave is credited to eligible employees each two week pay period, based upon their years of continuous service as of that date. An employee may maintain not more than forty (40) hours in excess of their annual accrual, adjusted if necessary, on the employee's anniversary date. At retirement, an employee will be paid for their accrued unused vacation hours; however, no more than forty (40) hours in excess of their annual accrual shall be used in the calculation of their Final Average Compensation (FAC) for the employee's retirement pension.

In order to be eligible for full vacation leave benefits each pay period, a full-time employee must have worked a total of at least eighty (80) hours during the preceding two (2) weeks. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to eighty (80). For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation, all hours actually worked and time spent on workers' compensation leave.

An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years. An employee's length of continuous service shall be calculated from the anniversary date and shall only be broken by a loss of seniority.

Employees shall be entitled to an anniversary adjustment in accordance with the following:

40 hours credit on the date of completion of one year of service

16 hours credit on the date of completion of five years of service

40 hours credit on the date of completion of eleven years of service

40 hours credit on the date of completion of seventeen years of service

24 hours credit on the date of completion of twenty-five years of service

Exception: An adjusted amount of credit will only be allowed to meet the vacation hours for the years of service per the above vacation schedule.

37. VACATION PERIOD

(a) Vacations will be granted at such time during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned, providing such scheduling does not drastically interfere with the operation of the City. The employee shall give the Employer at least 24 hours notice prior to the time vacation is granted.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(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 his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

38. PAY ADVANCE

(a) If a regular payday falls during an employee's vacation, he may request that check in advance before going on vacation. Should an employee change his vacation he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit. An employee may maintain not more than forty (40) hours in excess of their annual accrual, adjusted if necessary on the employee's anniversary date. At retirement, an employee will be paid for their accrued unused vacation hours; however, no more than forty (40) hours in excess of their annual accrual shall be used in the calculation of their Final Average Compensation (FAC) for the employee's retirement pension. A recalled employee who received credit at

the time of lay off for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

39. HOSPITALIZATION MEDICAL AND DENTAL COVERAGE

(a) Health and Dental Care Insurance. The Employer will make available the following group insurance plan, as described in Appendix B: MESSA ABC Plan 2 Blue Cross Blue Shield \$2000/\$4000 Deductible, 0% Coinsurance, with MESSA ABC 3-Tier Rx Plan and MESSA VSP3G Vision, or the modified equivalent updated by the provider. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

b. Payment of Health Care Insurance Premiums. The City's plan year for health insurance is January 1 to December 31, and changes in insurance premiums are normally effective as of the first day of a new plan year. Employees are required to pay twenty percent (20%) of the premium costs per month for single subscriber, two person and family coverage.

The remaining portion of the health insurance premium is paid by the City. The City pays medical insurance premiums in advance, and the monthly employee portion shown above is taken out of the previous month's pay checks.

c. Payment of Dental and Vision Insurance Premiums. The City's plan year for dental and vision insurance is January 1 to December 31, and changes in insurance premiums are normally effective as of the first day of a new plan year. Employees are required to pay twenty percent (20%) of the premium costs per month for single subscriber, two person and family coverage. The remaining portion of the dental and vision insurance premiums are paid by the City. The City pays dental and vision insurance premiums in advance, and the monthly employee portion shown above is taken out of the previous month's pay checks.

(d) Retiree Health Insurance. For employees who retire under the City's MERS pension plan and desire to continue to participate in the City's health insurance plan, the City will contribute up to a maximum of \$600 per month toward the required health insurance premium. For employees who retire and do not wish to participate in the City's health insurance plan but rather show proof that they have coverage from an alternative provider, including the premium cost for such coverage, the City will contribute the amount per month that is equal to the cost of the coverage provided under the City's health insurance plan, up to a maximum of \$600 per month or the cost which the retiree incurs in securing health insurance coverage elsewhere, whichever is less. Retirees with at least twenty (20) years of service shall be eligible for payments as follows:

At least twenty (20) years but less than twenty-one (21)	75% of amount
At least twenty-one (21) years but less than twenty-two (22)	80% of amount
At least twenty-two (22) years but less than twenty-three (23)	85% of amount
At least twenty-three (23) years but less than twenty-four (24)	90% of amount
At least twenty-four (24) years but less than twenty-five (25)	95% of amount
At least twenty-five (25) years	100% of amount

All costs for retiree health insurance premiums in excess of this stated amount will be the responsibility of the retiree desiring the insurance coverage. Retirees electing to participate in the group insurance program shall advise the City of this intent, in writing, and make arrangements satisfactory to the City for payment of the required monthly premium, if any.

The Employer's contributions start at normal retirement age and cease at the age when the employee becomes Medicare eligible. This retiree health insurance provision is not applicable to employees on disability retirement. The City's obligation to make contributions toward health insurance is suspended during any time that the retiree is eligible to participate in a group medical coverage plan provided by another employer, either as a result of the retiree's employment or the employment of the retiree's spouse. Employees eligible for payment of retiree insurance under this provision shall not be eligible for payment of retiree's health insurance under any other program sponsored by the City.

(e) The Employer reserves the right to select the method of funding or the insurance carrier; provided, however, that the benefits are substantially the same as provided above. Administration of the program shall not be deemed benefits. The Employer agrees to furnish the Union with the terms of any new program or carrier prior to its adoption and to call a special conference to discuss the changes.

The Union shall have the right to have the matter reviewed through the grievance and arbitration procedure if they believe that the benefits are not substantially the same as provided above.

(f) Full time employees who have available health care insurance through another plan and elect to drop out of the Employer's health care plan shall be eligible to receive thirty-five percent (35%) of applicable total (dental & health) insurance premium per month in lieu of insurance. This may be paid to the employee in the payroll check each month or put into the employee's account under the Employer's deferred income plan. This election shall be made on an annual basis by December 1st by providing written application and proof of insurance and shall be effective for that full year. This provision shall only be in effect as long as at least 70% of the employees in the Public Works Department remain enrolled in the City's health and medical insurance plan.

(g) Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged and the discharge is not reversed, quits, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, resignation, layoff, or unpaid leave of absence commences. Employees on Employer approved leaves of absence or who retire under the City's retirement plan and are immediately able to receive retirement benefits from MERS may continue insurance benefits on a month-by-month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The provisions of this section notwithstanding, the Employer will continue to pay the same insurance contribution while an employee is on a FMLA leave for reasons other than the disability of the employee; while the employee is on FMLA leave or for a period of six (6) months or until accumulated sick leave is exhausted, whichever is greater, for an employee while they are on disability or sick leave for a reason that would qualify for FMLA leave based upon the disability of the employee; and while receiving workers compensation benefits for a period of twelve (12) months). The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work.

(h) Section 125 Plan. The City will make available a Section 125 Plan.

(i). HSA Contribution. The City will make contributions to the HSA accounts of employees who participate in the City's group medical plan for calendar year 2021 in an annualized amount of 80% of the upcoming calendar year's health care plan deductible amount for employees with family, two person and single coverage. This annualized amount will be paid by the City making the contribution in first pay period of January to the accounts of those employees with family, two person or single coverage. Eligibility for these contributions will be determined as of the contribution date. Employees experiencing subsequent changes in coverage status will receive an additional pro-rated contribution to their HSA if applicable, to account for any difference between the Employer HSA contribution levels of the plans. The additional

contribution will be pro-rated based upon the remaining number of whole months in the medical insurance year to twelve. Employees hired after the contribution date who elect to participate in the HSA Plan will receive a pro-rated HSA contribution based upon the ratio of the number of complete months of service in the medical insurance year to twelve. The City will work with a local financial institution to facilitate setting up an HSA account, but employees are free to set up their own accounts if they wish. Account information must be provided to the City to allow for the direct deposit of the annual City HSA contribution, or employee contributions through payroll deduction. In the event that employment is terminated for any reason during the year or the employee elects to opt-out of the city's health insurance plan, the employee will be responsible to reimburse the City a pro-rated amount of the advance HSA contribution made for that year in an amount based upon the remaining number of whole months in the medical insurance year to twelve.

40. TERM LIFE INSURANCE

The City of Kingsford shall provide to each employee a \$20,000 term life insurance policy per employee with the City of Kingsford to pay the entire premium.

41. BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. Provided, however, that this provision shall not be construed to require the City to pay for more than the regular holiday pay that is provided in Paragraph 35 if a holiday falls on a Saturday or a Sunday. Employees shall only be entitled to those benefits which are specifically granted to them in this Agreement.

42. TIME AND ONE-HALF

Time and one-half will be paid in the Public Works Department as follows:

- (a) All hours over eight (8) in one day.
- (b) For the sixth (6th) and seventh (7th) day in a work week.
- (c) For hours in excess of regular work week.
- (d) For all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.
- (e) A regular work week is Monday through Friday, inclusive.

43. LONGEVITY

Longevity payments shall be made to the employees between December 1st and December 15th of each year, determined by the length of service as of the previous June 30th. In computing the first year of service, an employee must have worked at least six (6) months and one (1) day prior to June 30th to be given credit for the first year of service (also see Letter of Understanding). Longevity payments shall be:

Three (3) years of service	\$200.00
Six (6) years of service	\$300.00
Nine (9) years of service	\$400.00
Twelve (12) years of service	\$500.00
Fifteen (15) years of service	\$600.00
Eighteen (18) years of service	\$700.00
Twenty-one (21) years of service	\$800.00
Twenty-four (24) years of service	\$900.00

44. RETIREMENT PLAN

During the term of this Agreement and to be implemented as soon as administratively possible, the program of retirement benefits provided for in the Plan B-4 with the F55 (15) and E-2 riders of the Michigan Municipal Employees Retirement System shall be in effect for employees covered by this Agreement and hired prior to July 1, 2011. Under this plan, employees contribute 5.75% of their gross wages. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System and the Plan Document adopted by that System.

Notwithstanding the above, employees hired after June 30, 2011 shall contribute to and receive benefits strictly in accordance with a MERS Plan C-1/V-10/FAC 5/F55/E2 which shall utilize a 1.5% multiplier for calculation of their pension benefit at retirement. Under this plan, employees contribute 5.75% of their gross wages. Compensation for overtime shall be included in the FAC for computing pensionable wages. Accrued vacation shall be limited to 240 hours for FAC at retirement. Accrued sick leave shall be excluded from FAC at retirement.

For employees hired after June 30, 2011, the Employer will match the employee's contribution into an existing City deferred compensation (Pepsico or Nationwide) plan up to the maximum of two percent (2%) after three (3) years of service; three percent (3%) after five (5) years of service and four percent (4%) after seven (7) years of service for all hours accrued including overtime.

45. MANAGEMENT RIGHTS AND RESPONSIBILITIES

(a) The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

(b) It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer within the department, assign, and retain employees in positions within the City consistent

with the employee's ability to perform the assigned work. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. These rights may be exercised by the Employer without limitation except as expressly set forth in this Agreement.

46. TERM OF AGREEMENT

This Agreement shall become effective upon ratification and shall remain in full force and effect through June 30, 2021, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate.

The written notice referred to in this section shall be given by certified mail, and if given by the Employer shall be addressed to AFSCME Council 25, 1034 N.

Washington, Lansing, MI. 48906 and if given by the Union shall be addressed to the City at City of Kingsford, 305 S. Carpenter Avenue, Kingsford, Michigan 49802, or at such other addresses as the parties may designate in writing.

46. 2021 Medical Insurance Reopener. The provisions of Section 46 notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 2021 upon written notice to the other party served not later than November 1, 2020. If this Agreement is reopened, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided, the amount that employees are to pay for this coverage and HSA contribution amounts).

47. LABOR-MANAGEMENT COMMITTEE

A committee will be established, made up of union employees and management employees to meet on a regular basis throughout the year, as mutually agreed, to discuss important matters including job classifications and other work related issues.

48. REJECTION, MODIFICATION, OR TERMINATION OF AGREEMENT AFTER APPOINTMENT OF A FINANCIAL MANAGER.

The terms of this agreement are subject to rejection, modification or termination pursuant to the provisions of the Local Government and School District Fiscal Accountability Act, PA 4 of 2011. This provision is included as required by 2011 PA 9.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

LOCAL #1176, Affiliated with
COUNCIL #25, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-
CIO

CITY OF KINGSFORD, MICHIGAN, a
Municipal corporation

Staff Representative

Mayor

Union Representative

City Manager/Clerk

APPENDIX A

Wage rates for all Public Works employees shall be in accordance with the following section a.

(a) Effective July 1, 2020, at least the following wage rates (reflecting a 3% increase) shall be effective

	Start	End Probation	1 Year	2 Years
Water Dept. Crew Leader				24.06
Public Works Crew Leader				24.06
Mechanic	22.10	22.19	23.09	23.56
Utility Maintenance. Worker	21.78	22.28	22.77	23.41
Utility Worker	21.64	22.13	22.64	23.29
Equipment Operator	20.65	21.15	21.58	22.12
San. Worker/Truck Driver	20.55	21.06	21.53	22.06
Warehouse Clerk Meter Reader	20.83	21.33	21.82	22.34
Truck Driver	19.19	19.68	20.19	20.69
Laborer III	16.12	16.61	17.16	17.63
Laborer II	13.18	13.68	14.20	14.72
Laborer I	Min. Wage	Min. Wage	Min. Wage	Min. Wage

(d) An employee temporarily transferred to work in a higher classification shall be paid at the two-year rate set forth.

(e) An employee promoted to a higher classification shall be paid at the two-year rate set forth.

TITLE: Laborer I

General Summary

Under the direct supervision of the Superintendent of Public Works or Crew Leader, performs a variety of duties involving manual labor. Assists in the construction, maintenance and repairs of city streets and systems, by shoveling, mowing grass, raking leaves, carrying materials, breaking and removing concrete and other duties as needed.

Typical Duties

1. Breaks concrete and asphalt streets and sidewalks. Applies patching materials.
2. Digs holes and trenches using various hand tools.
3. Shovels snow and spreads salt and sand in areas inaccessible to plows. May use snow blowers.
4. Mows grass, trims shrubs, rakes leaves and removes trees and stumps. Keeps parks clean and performs seasonal conversions, such as flooding the ice rinks, chalking fields and other such duties.
5. Installs and maintains street signs, paints equipment, crosswalks and parking lines.
6. Assists in other construction and maintenance activities by carrying materials, loading trucks, placing barriers and warning signs and similar duties.
7. Maintains utility systems by cleaning catch basins, checking sewer covers and assists in construction and repair.
8. Uses air hammer, shovel, mower, snow blower, chain saw, paint sprayer and other hand tools.
9. May perform other duties as required.
10. Needs direct supervision.

TITLE: Laborer II

General Summary

Under the direct supervision of the Superintendent of Public Works or Crew Leader, performs a variety of duties involving manual labor. Assists in the construction, maintenance and repairs of city streets and systems, by shoveling, mowing grass, raking leaves, carrying materials, breaking and removing concrete and other duties as needed.

Typical Duties

1. Breaks concrete and asphalt streets and sidewalks. Applies patching materials.
2. Digs holes and trenches using various hand tools.
3. Shovels snow and spreads salt and sand in areas inaccessible to plows. May use snow blowers.
4. Mows grass, trims shrubs, rakes leaves and removes trees and stumps. Keeps parks clean and performs seasonal conversions, such as flooding the ice rinks, chalking fields and other such duties.
5. Installs and maintains street signs, paints equipment, crosswalks and parking lines.
6. Assists in other construction and maintenance activities by carrying materials, loading trucks, placing barriers and warning signs and similar duties.
7. Maintains utility systems by cleaning catch basins, checking sewer covers and assisting construction and repair.
8. Uses air hammer, shovel, mower, snow blower, chain saw, paint sprayer and other hand tools.
9. May perform other duties as required.
10. Needs only minor supervision.

TITLE: Laborer III

General Summary

Under the direct supervision of the Superintendent of Public Works or Crew Leader, performs a variety of duties involving manual labor. Assists in the construction, maintenance and repairs of city streets and systems, by shoveling, mowing grass, raking leaves, carrying materials, breaking and removing concrete and other duties as needed.

Typical Duties

1. Breaks concrete and asphalt streets and sidewalks. Applies patching materials.
2. Digs holes and trenches using various hand tools.
3. Shovels snow and spreads salt and sand in areas inaccessible to plows. May use snow blowers.
4. Mows grass, trims shrubs, rakes leaves and removes trees and stumps. Keeps parks clean and performs seasonal conversion, such as flooding the ice rinks, chalking fields and other such duties.
5. Installs and maintains street signs, paints equipment, crosswalks and parking lines.
6. Assists in other construction and maintenance activities by carrying materials, loading trucks, placing barriers and warning signs and similar duties.
7. Maintains utility systems by cleaning catch basins, checking sewer covers and assisting in construction and repair.
8. Uses air hammer, shovel, mower, snow blower, chain saw, paint sprayer and other hand tools.
9. May perform other duties as required.
10. Performs sanitary worker duties but is not required to drive the vehicle.
11. Needs only minor supervision.

TITLE: Truck Driver

General Summary

Under the direct supervision of the Superintendent of Public Works and/or the Public Works Crew Leader, operates light equipment, such as dump trucks, snowplow, tractor, pickup truck, mowers and other automotive or power driven equipment. Performs a variety of general labor tasks requiring extended physical effort in the maintenance and construction of city streets, utilities and grounds.

Typical Duties

1. Regularly operates dump or pickup trucks to transport loose materials, such as asphalt, refuse, crushed stone, sand, salt, leaves, top soil or other materials or equipment.
2. May be assigned individual responsibility for continuous activity, such as plowing, salting, sanding, hauling snow from designated streets and highways.
3. Regularly operates other light equipment, such as tractor mower, sanitation truck (EVO), eductor and catch basin cleaning equipment and pickup truck.
4. Assists in construction and maintenance of various city utility systems and right-of-ways including sanitary sewers, storm sewer and water systems, streets and other city facilities.
5. Performs a variety of municipal maintenance functions, such as cutting and trimming trees, street sign maintenance, painting of equipment, crosswalks and parking lines.
6. Performs a variety of seasonal labor tasks, such as cutting grass, cleaning culverts, alleys and parks, picking up refuse. Loads and unloads trucks, digs manholes and ditches, cleans catch basins and performs related labor duties.
7. Inspects and performs routine maintenance on vehicle and other equipment used. Assists mechanics with maintenance and repairs.
8. Operates pneumatic tools and other hand operated power equipment. Operates other automotive and power driven equipment as required.
9. Operates front end loader(s) when used in conjunction with winter street salting and sanding operations.
10. Performs related work as required.

TITLE: Warehouse Clerk - Meter Reader

General Summary

Is under the direct supervision of the Superintendent of Public Works or Crew Leader; maintains records of department employees' hours, supplies and materials used and equipment usage, assists with completion of reports and inventory control, performs general labor, truck driver, custodial and clerical duties as required. Reads and maintains customer water meters. Installs and tests water meters. May perform other related work duties as required. Must be able to pass an S-4 State of Michigan Water Distribution Operator exam within two (2) years from date person enters the classification.

Typical Duties

1. Document all work hours, leave hours, equipment hours and materials used as reported on employees' timesheets daily for payroll, equipment reports, Act 51 Street Reports and M95 State Trunkline Maintenance Reports.
2. Generate leave slips for employee and supervisor signatures.
3. Maintain records of stock material inventory (cold patch, gravel, salt, sand, signs, sign posts, manhole and catch-basin castings, etc.).
4. Responsible for reading water meters, record readings and perform inspections of water services for deficiencies.
5. Inspect, rebuild and test water meters to assure proper functioning. Coordinates testing of large water meters with superintendent and water meter testing contractor.
6. Installs new and rebuilt water meters.
7. Accepts customer concerns and communicates to superintendent.
8. Performs water service turn-on and shut-off duties.
9. May be assigned to snow plowing, spreading of salt or sand or other winter maintenance duties as required.
10. May perform custodial maintenance of city buildings as needed.
11. May perform other related general labor, truck driving or clerical duties as required by the superintendent.

TITLE: Sanitation Worker and Truck Driver

General Summary

Under the direct supervision of the Superintendent or Crew Leader, drives a sanitation truck and collects garbage and general refuse along designated routes in the City. May assist in special collection activities.

Typical Duties

1. Drives a sanitation truck and operates the hydraulic compressor and lift. Also operates an open dump truck, a tree branch grinder and a light snow plow under emergency conditions.
2. Collects refuse along designated routes within the City by lifting containers and dumping refuse into hopper or loader bucket.
3. Learns route through repetition and becomes familiar with special circumstances of specific trash pickups.
4. Shall clean area around containers by depositing spilled or excessive debris into truck hopper or loader bucket.
5. Accompanies truck to sanitary landfill and assists in emptying and cleaning.
6. Weekly cleans alleys or picks up general refuse such as brush, leaves, etc.
7. Ensures that proper safety precautions are followed when loading and unloading sanitation vehicles.

TITLE: Equipment Operator

General Summary

Under the direct supervision of the Superintendent of Public Works and the Public Works Crew Leader, performs construction and maintenance work on streets, utilities, parks and other city systems. Operates two or more of a variety of heavy and special automotive and power driven equipment. Performs typical duties of truck driver and laborer classifications.

Typical Duties

1. Operates two or more of the following: front end loader, backhoe, bulldozer, grader, street sweeper, steamer, water and sewer tapper, catch basin and sewer cleaner, leaf picker or four wheel drive dump truck.
2. Operates snowplow on a regular basis. May be assigned to continuous plowing or spreading sand and salt.
3. Performs water and sewer construction and repair using heavy and light equipment as well as manual labor, such as breaking concrete, carrying materials and shoveling.
4. Operates equipment and assists with construction and repair of streets, sidewalks, curbs, catch basins and parks.
5. Monitors equipment to ensure safe, efficient operation. Informs mechanic of problems. Shall assist mechanic with maintenance and repairs.
6. Operates all light equipment, such as pickup truck, dump truck, mowers, paint sprayer, etc.
7. Installs and maintains street signs, paints equipment, crosswalks and parking lines.
8. Mows grass, rakes leaves, removes trees and stumps.
9. Maintains parks and prepares seasonal facilities, such as ice rinks and playing fields.
10. Makes equipment modifications to efficiently perform job, such as adjusting or changing blades, buckets, brushes or other implements.
11. May assist with or perform one or more skilled trades, such as cement forming and finishing, carpentry and water and sewer construction.

12. Performs other duties as required.

TITLE: Utility Worker

General Summary

Under the supervision of the Superintendent of Public Works and the Crew Leader, performs construction and maintenance work on streets, utilities, parks and other city systems. Operates all heavy and special automotive and power driven equipment. Operates all light equipment. Is skilled in carpentry, cement forming and finishing, and water and sewer construction. Performs duties of all other classifications.

Typical Duties

1. Operates all specialized equipment, i.e., front end loader, backhoe, bulldozer, grader, street sweeper, water tapper, catch basin cleaner, steamer, leaf picker, etc.
2. Operates four wheel drive snowplow on a regular basis. May be assigned to continuous plowing or spreading salt & sand.
3. Performs water and sewer construction and repairs, using heavy and light equipment as well as manual labor, such as breaking concrete, carrying materials and shoveling.
4. Operates equipment in the construction and repair of streets, sidewalks, curbs, catch basins and parks.
5. Operates all light equipment including pickup truck, dump truck, mowers, paint sprayers, etc.
6. Monitors equipment to ensure safe, efficient operations. Informs mechanic of problems. May assist mechanic with maintenance and repairs.
7. Makes equipment modification to efficiently perform job, such as adjusting or changing blades, buckets, brushes or other implements.
8. Performs all skilled trades, such as cement forming and finishing, carpentry and water and sewer construction.
9. May direct and instruct other workers.
10. Installs, maintains and repairs hydrants and valves in water system.
11. Installs and maintains street signs, paints equipment, crosswalks and parking lines.

12. Performs regular duties of laborer classification, such as mowing grass, raking leaves, removing trees, maintaining parks, ice rinks and playing fields.
13. Performs other duties as required.

TITLE: Utility Maintenance Worker

General Summary

Under the supervision of the Superintendent of Public Works and the Crew Leader, works a regular five (5) day work week that includes Saturday and Sunday as a part thereof; operates and is responsible for the water supply and distribution system; responds to service calls and emergencies as required; performs construction and maintenance on streets, park equipment, water lines, sewer lines, etc. Operates all equipment, performs duties of all lower pay classifications. Person will be subject to call after working hours on Saturdays, Sundays and holidays by means of a pager system operating throughout a five (5) mile radius. Must be able to pass an S-4 water distribution operator's exam within one (1) year of the date of employment.

Typical Duties

1. Records necessary water supply data daily; maintains all operation and maintenance records on water supply equipment.
2. Operates, on a daily basis, all water supply and distribution equipment and is responsible for efficient operation of same.
3. Performs regular preventative maintenance on City pumping equipment, auxiliary power units, hydrant and water main valves.
4. Assists with repair of all water department pumping equipment, water main valves and water mains.
5. Installs and inspects new sewer and water connections to the City systems.
6. Regularly inspects industrial buildings for water cross-connection and reports to Superintendent.
7. Collects and delivers water samples as required by the State.
8. Keeps all pump houses clean and neat in appearance. (This requires some janitor type duties.)
9. Assists with emergency repairs of broken lines or pumping equipment.
10. Operates all specialized equipment including front-end loader, backhoe, bulldozer, grader, street sweeper, water and sewer tapper and sewer cleaner.
11. May be assigned to continuous plowing or spreading salt or sand.

12. Performs water and sewer construction and repair, using heavy and light equipment as well as manual labor, such as breaking concrete, carrying materials and shoveling.
13. Operates equipment in the construction and repair of streets, sidewalks, curbs, catch basins and parks.
14. Operates all light equipment including pickup truck, dump truck and paint sprayer.
15. Monitors equipment to ensure safe, efficient operation. Informs mechanic of problems. May assist mechanic with maintenance and repairs.
16. Makes equipment modifications to efficiently perform job, such as adjusting or changing blades, buckets, brushes or other implements.
17. May direct and instruct other workers. Makes decisions on work procedures.
18. Installs and maintains street signs, paints equipment, crosswalks and parking lines.
19. May perform regular duties of laborer classification, such as mowing grass, raking leaves, removing trees, maintaining parks, ice rinks and playing fields.
20. Responds to calls as required and must display a good attitude toward the public at all times.
21. Performs a variety of maintenance jobs in the shop requiring a good general knowledge of mechanics tools and procedures.
22. Probationary period of one (1) year.
23. Must be able to pass an S-4 water distribution operator's exam within one (1) year of date of employment.

TITLE: Mechanic

General Summary

Under direct supervision of the Superintendent of Public Works, performs a wide range of maintenance and mechanical repair activities on automotive and special equipment. May perform utility and heavy equipment operator duties as seasonal needs require.

Typical Duties

1. Inspects, repairs and maintains functional parts of automotive and mechanical equipment, such as trucks, tractors, backhoes, bulldozers, plows, loaders and small engines and equipment.
2. Inspects defective equipment and diagnoses malfunctions using testing equipment and factory manuals.
3. Road test vehicles to evaluate corrective measures.
4. Discusses mechanical problems with equipment operators and may supervise the operator in the maintenance and repair of the equipment.
5. Disassembles and overhauls internal combustion engines, pumps, hydraulic lines, auxiliary equipment, generators, compressors, clutches and rear ends. Replaces worn or broken parts, grinds and resets valves using valve grinding machine, repairs and may use gas and electric welders.
6. Performs routine maintenance activities, adjusting brakes, aligning wheels, changing oil and filters, tightening bolts and screws, checking tires, batteries and lubricating moving parts.
7. May go into field to repair equipment or bring equipment back to garage for repairs.
8. Responsible for all shop tools, equipment, materials and answers the warehouse telephone, accepting complaints and work orders and providing routine information.
9. Operates all equipment when seasonal needs require.
10. May perform other related duties as required by the department supervisor.
11. Does all mechanical work as required.

TITLE: Public Works Crew Leader

General Summary

Works with and directs the work of other employees when assigned to a public works crew, supervises daily operation of public works in the absence of the superintendent and regularly operates heavy and specialized equipment.

Typical Duties

1. Serves as first assistant to the Public Works Superintendent, supervises the work of crews when so assigned and makes responsible decisions at job sites.
2. Supervises operation of the Public Works Department in absence of the Superintendent of Public Works. Remains on call for handling weekend emergencies.
3. Makes on-site inspections of work in progress, new sites and completed projects. Instructs crews on revision or additional work necessary to complete project.
4. Confers with other departmental representatives on joint work projects, arranging equipment for work on their projects and arranging delivery of materials, such as sand and gravel
5. Regularly operates heavy and specialized equipment including four wheel drive snowplow, front end loader, backhoe, grader, bulldozer, water and sewer equipment and other light equipment such as tractor, pickup and dump truck.
6. Supervises work of other equipment operators and work crews when on job location.
7. Works with and supervises crews installing and maintaining water and sewer lines.
8. May assist all maintenance and repair of department equipment when other duties permit or demand for equipment is high.
9. Shall perform duties typically performed by other public works classifications as required by the superintendent.

TITLE: Water Department Crew Leader

General Summary

Directs and is in charge of the Meter Department including, but not limited to the water supply and distribution system. Works together with the Public Works Crew Leader and shares equally in responsibility for safe, productive and efficient operation of the overall Public Works Department. Supervises daily operation of Water Department and in the absence of the Public Works Crew Leader supervises all public works tasks as an assistant to the Public Works Superintendent. Must be certified to operate the water distribution system. (Level S-2)

Typical Duties

1. Assistant to the Public Works Superintendent, supervises the work of employees and makes responsible decisions on job sites.
2. Supervises operation of the Water Department in absence of the Superintendent of Public Works. Remains on call for handling weekend emergencies.
3. Makes on-site inspections of work in progress, new sites and completed projects. Instructs crews on revisions or additional work necessary to complete project.
4. Confers with other departmental representatives on joint work projects, arranging equipment for work on their projects and arranging delivery of materials, such as sand and gravel.
5. Regularly operates heavy and specialized equipment including four wheel drive snowplow, front end loader, backhoe, grader, bulldozer, water and sewer equipment and other light equipment such as tractor, pickup and dump truck.
6. Supervises work of other equipment operators and work crews when on job location.
7. Works with and supervises crews installing and maintaining water and sewer lines.
8. May assist in maintenance and repair of department equipment when other duties permit or demand for equipment is high.
9. Shall perform duties typically performed by other public works classifications as required by the Superintendent.

APPENDIX B

Health and Medical Insurance. The health and medical insurance program will provide the following coverage through Blue Cross Blue Shield.

MESSA ABC Plan 2 Blue Cross Blue Shield \$2000/\$4000 Deductible, 0% Coinsurance, with MESSA ABC 3-Tier Rx Plan and MESSA VSP3G Vision. The Employer will pay eighty percent (80%) of the premium cost per month. The employees will pay twenty percent (20%) of the monthly premium amounts. Both parties reserve the right to open the Collective Bargaining Agreement to negotiate the health care plan for calendar year 2021.

Dental Insurance. The dental insurance program currently provides the following coverage through Delta Dental:

\$1,000 Maximum Yearly Amount
Diagnostic and Preventative Services (100/0)
Basic Services (50/50)
Major Services (50/50)
Orthodontic Services (50/50) \$1000 lifetime benefit.

APPENDIX C

WEARING APPAREL, UNIFORMS, CDL

Public Works Department

1. Rain Gear - as needed.
2. Boots as needed.
3. Gloves, regular and waterproof - as needed
4. The City agrees to furnish eight (8) pairs of coveralls to be used at the discretion of the supervisors. To be replaced at the discretion of the Superintendent or Manager
5. The City of Kingsford has adopted a program to encourage and assist its employees in obtaining safety glasses. The City of Kingsford will pay one hundred (100%) percent of the cost of a pair of safety glasses. Employee must pay one hundred (100%) percent of examination costs. All safety glasses shall be purchased through a vendor specified by the City of Kingsford or at the direction of the City Manager. If vision insurance coverage is included in this Agreement, the employee will be required to use the insurance benefits first; and any costs associated with the glasses, which are not paid by insurance, will be paid by the City upon submittal of proper receipts by the employee.
6. The employer will reimburse each employee up to a maximum of \$200.00 during the term of this Agreement for the purchase of MIOSHA approved safety toed boots meeting ASTM F-2412, ASTM F2413 or ANSI Z-41, insulated coveralls, pants/insulated pants, jacket/insulated jacket, winter hat and/or high visibility clothing. Employee shall submit proof of purchase to the superintendent to obtain reimbursement.
7. The employer agrees to reimburse each employee for the standard cost of CDL licenses.

APPENDIX D

UTILITY-MAINTENANCE CLASSIFICATION

1. Works the hours and days as required under the post of the job.
2. Does not have the right to bid off to another classification for two (2) years due to the training involved.
3. Starting wage for employees already in the bargaining unit shall be equal to the wage he (she) is presently earning. The wage shall increase every other pay period by 7½% of the difference between the starting wage and the final wages. Final wage shall be ten cents (\$.10) per hour more than the Utility classification. (The 13th pay increase shall be the amount necessary to equal the wage for the Utility classification.)
4. Newly hired employees shall adhere to the following stipulations:
 - A. One year probation (must join Union after 90 days as provided for in the contract.)
 - B. The starting wage shall be equivalent to the wage for the Laborer III classification and increases in wage shall proceed as in Item 3 above for bargaining unit employees (see item 3).

CITY OF KINGSFORD
-and-
AFSCME COUNCIL 25, LOCAL #1176

Letter of Understanding Regarding Temporary Assignments for the Public Works Crew Leader Classification

The parties are signatory to a Collective Bargaining Agreement effective from July 1, 2020 through June 30, 2021. Section 26 of that Agreement sets forth a procedure to be used for temporary assignments. This letter is intended to further explain and to clarify the Agreement as it applies to temporary assignments for the Public Works Crew Leader classification.

The Superintendent of Public Works or the Assistant Superintendent of Public Works will make temporary assignments for short-term absences of the Public Works Crew Leader. Short-term absences include those regularly associated with vacation, personal leave, and sick leave. Short-term assignments will be based on the need to fill the vacancy. In the following instances, a temporary assignment to Crew Leader will be made, provided a qualified employee is available:

1. to direct a project crew, which requires three (3) or more employees, including the Crew Leader. (snowplowing operations will not require the temporary assignment of a Crew Leader)
2. to supervise the department when the Superintendent and the Assistant are absent.

Long-term temporary assignments will be made in written form by the Superintendent in the event of an extended absence of the Crew Leader for circumstances such as long-term illness, recovery from injury or surgery, long-term leaves of absence, etc.

AFSCME COUNCIL 25, #1176

CITY OF KINGSFORD

CITY OF KINGSFORD
-and-
AFSCME COUNCIL 25, LOCAL #1176

Letter of Understanding Regarding New Job Trial Period To Crew Leader

The new job trial period to Crew Leader shall be six (6) months and that the parties may, upon mutual agreement, extend the period to one (1) year.

AFSCME COUNCIL 25, #1176

CITY OF KINGSFORD

**CITY OF KINGSFORD
-and-
AFSCME COUNCIL 25, LOCAL #1176**

Letter of Understanding Regarding Truck Drivers

If a Truck Driver is assigned the duties of a Sanitation Worker/Truck Driver and performs those duties for four consecutive days (Monday through Thursday), they will receive the higher rate for that classification on the fifth day (Friday) as well.

AFSCME COUNCIL 25, #1176

CITY OF KINGSFORD

CITY OF KINGSFORD
-and-
AFSCME COUNCIL 25, LOCAL #1176

**Letter of Understanding Regarding Sanitation Worker/Truck Driver
Transition to Equipment Operator.**

If an employee classified as a Sanitation Worker/Truck Driver signs a posting to fill an equipment operator vacancy in the department, he/she will be subject to a proficiency test to determine his/her capabilities of that position. The senior Sanitation Worker/Truck Driver that signs the posting will be provided priority for the position, but will be subject to Truck Driver Classification and wage until he/she successfully passes a proficiency test and is determined to be qualified as an equipment operator by the Superintendent of Public Works and the Department Crew Leaders.

AFSCME COUNCIL 25, #1176

CITY OF KINGSFORD

**CITY OF KINGSFORD
-and-
AFSCME COUNCIL 25, LOCAL #1176**

Letter of Understanding re: COVID-19 Bonus

In the event that the State of Michigan or the Federal Government make available bonuses for employees that have been designated as essential workers and have performed these essential duties during the COVID-19 pandemic, the City will make application for the funds on behalf of those employees designated as essential.

AFSCME COUNCIL 25, #1176

CITY OF KINGSFORD
