

June 30, 1976

AGREEMENT

Between

THE BOARD OF PUBLIC UTILITIES
Of The City of Coldwater, Michigan

And The

UNITED STEEL WORKERS
Of America
AFL-CIO-CLC

United STEELWORKERS of America LOCAL UNION 14178

District 29

Sub-district Office
1623 West Centre St.
Kalamazoo, Mich.
49002

Effective Date July 1, 1973

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A G R E E M E N T

THIS AGREEMENT, entered into this 1st day of July, 1973, by and between the Board of Public Utilities of the City of Coldwater, in the State of Michigan, hereinafter referred to as the Employer, and the United Steel Workers of America, AFL-CIO-CLC, hereinafter referred to as the Union.

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer recognized the Union as the sole and exclusive collective bargaining agent for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment for all employees of the Board of Public Utilities, but, excluding elected employees, and also excluding those employees defined by the National Labor Relations Board Act as executive or supervisory employees.

Section 2. The Company agrees to deduct from the wages of each employee in accordance with the expressed terms of a signed voluntary authorization to do so, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments, in amounts designated by the Union. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month and immediately delivered or forwarded to the International Secretary-Treasurer of the United Steel Workers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, Pa., 15222.

Section 3. Applicable deductions shall be made from the payment due to any employee who shall be out of the plant at the time of the specified dues deduction date of any month and who receives a pre-payment of wages applicable to the absence.

Section 4. The Company further agrees to forward a list of all bargaining unit employees (see form attached) showing new hires and terminations simultaneously with the transmittal of the aforementioned deductions.

The Board agrees to turn over to the Financial Secretary of the Local Union a copy of the form sent to the International Secretary-Treasurer each month.

Section 5. The Company will continue to deduct dues and initiation fees at the rate in effect on January 1, 1973, until officially notified of a change as provided below.

Section 6. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the Company, shall be the International Secretary-Treasurer of the Union.

Section 7. The Union shall indemnify and save the Company harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

ARTICLE II - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should differences arise between the Employer and the Union as to the meaning and application of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement but connected therewith, or should any local dispute of any kind arise, there shall be no suspension of work or slowdown by the employees on account of such differences nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly by the following methods of procedure:

First: Between the aggrieved employee and his Foreman. The employee's Steward may accompany the aggrieved employee.

Second: Between members of the Grievance Committee, designated by the Union, and the Director of the Board of Public Utilities, who shall give his answer to the grievance, in writing, within forty-eight (48) hours, he shall send a copy of his answer to the International Representative of the Union.

Third: Between the Representatives of the International Union, Grievance Committee and the Director of the Board of Public Utilities. The parties shall have one (1) week to settle the grievance;

Fourth: In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement of the parties hereto. The decision of the umpire shall be final. The expenses and salary incident to the services of the umpire shall be paid jointly by the Employer and the Union.

Fifth: ARBIBRATION In the event the Employer and the Union are unable to agree upon an Arbitrator, they shall within ten (10) days jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Employer shall strike two (2) and the Union shall strike two (2), the remaining member shall then be designated as the impartial Arbitrator.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this agreement all rights to manage, direct and supervise its operations and its employees are vested solely and exclusively in the employer.

ARTICLE IV - SUB-CONTRACTING RIGHTS

Section 1. The employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgement it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

ARTICLE V - WORK BY SUPERVISORS

Section 1. No supervisory employee excluded from the terms of this agreement shall perform the work of an employee or employees covered by this agreement, except for the purpose of instruction, in the case of an emergency or if an employee is not readily available. However, reasonable effort shall be made to contact bargaining unit employees for such work.

ARTICLE VI - ASSIGNABILITY

Section 1. This Agreement shall be binding upon the successors and the assignees of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management of either party to this Contract.

ARTICLE VII - PENSIONS

Section 1. All new employees become eligible to the benefits of the retirement part of the system and the required payroll deductions therein provided will be started six months after date of employment. As of July 1, 1947, by an affirmative vote of the electors of the City of Coldwater the employees came under the Michigan Municipal Employees Retirement System, and all employees are subject to the provisions of that system. Since January, 1955, all employees are covered by Federal Old Age and Survivors Insurance benefits as of the first day of employment. As the Legislative Acts governing the management and operation of these systems are quite extensive and are continually changing they are not reproduced herein, but full information will be furnished upon request.

ARTICLE VIII - VISITATION

Section 1. Authorized Representatives of the International Union shall be permitted to visit the operations of the Employer during working hours to talk with Officers, Committeemen and Stewards of Local Union 14178, and/or Representatives of the Employer concerning matters covered by this Agreement.

ARTICLE IX - BULLETIN BOARDS

Section 1. The Employer will provide bulletin boards for each department and/or garage for the use of the Union.

ARTICLE X - MISCELLANEOUS

Section 1. Compensation for ordered standby service shall be as agreed upon at such time that arrangement for standby service is made.

Section 2. Candidates applying for permanent positions who successfully meet entrance requirements, will be required to serve a sixty (60) day probationary period. Continuance of an individual in a position during this period depends on the satisfactory performance of his duties and his attitude toward the job. A temporary employee given permanent status shall revert to hiring date for seniority date.

Section 3. A probationary employee may be discharged at any time during the probationary period if in the opinion of the department head that the said employee does not possess the abilities required for the discharge of the duties required.

Section 4. All employees shall receive and are expected to give two (2) weeks notice of termination of employment. Two (2) weeks notice of termination of employment is not required if the termination of employment is not under honorable conditions.

Section 5. "Under Honorable Conditions" shall mean the termination of employment of any employee for any reason except hereinafter stated: Misappropriation of Public Funds or Property; Conviction of a felony; Failure to perform assigned duties; Intoxication while on normal duty (when an employee is deemed to be under the influence of alcohol when called in on extra duty, he shall be considered unavailable for work and not subject to call in pay); Repeated absence from duty without due cause; Misuse of Board property or equipment; Larceny of monies or property of others while engaged in performing assigned duties; Employees discharge for sufficient reason after receiving proper hearing as hereinafter provided.

Section 6. Promotions will be made as vacancies occur, subject to the requirements of the position. Job vacancies and newly created jobs shall be posted by department. However, the employee in the section or department in which there is a vacancy shall have preference before crossing sectional or departmental lines. Such posting shall be done at least three (3) days prior to filling the job, excluding Saturday, Sunday and Holidays.

Section 7. The Board and the Union will cooperate in placing in effect and maintaining safety rules and practices. A Union Safety Committee may be formed to aid the Board's safety representative in the processing of problems relating to safety.

Section 8. The Board agrees that it will continue to furnish rain gear, hard hats, high voltage rubber glove liners with outside leather gloves, etc., as was being furnished prior to the effective date of this agreement. In addition, during the term of this agreement, upon recommendation of the Union Safety Committee, the Board may extend such practices to new situations in which, in the Board's judgement, such is required.

ARTICLE XI - EXTRA DUTY COMPENSATION

Section 1. Employees may be called upon to perform emergency and extra duty as need for such duty arises.

Section 2. Any employee who works at an hourly rate of pay is entitled to compensation for a minimum of two (2) hours time for each response to a call to extra duty, outside of his regular working hours. This rule does not apply to extra time which may be worked merely as an extension of the normal working day or working period even though an interruption, as for a meal, may occur therein.

Section 3. Should such call to extra duty result in overtime for that particular day and/or week, the time and one-half (1+1/2) rule applying to overtime will apply only to that time actually worked and not to the two (2) hours minimum time allowed above.

Section 4. All employees who are engaged to work at hourly rates of pay shall be paid at the rate of time and one-half (1+1/2) for all time worked in excess of eight (8) hours in any one day, and/or forty (40) hours in any one week. (For exception to this rule, see rule governing paid holidays.)

Section 5. Lost time due to Local Union officers being absent on Union business shall be counted as time worked for computing overtime pay only.

ARTICLE XII - EMPLOYMENT RULES

Section 1. Board employees will be responsible for knowing and adhering to the Official Employment Rules considered part of the Work Agreement.

ARTICLE XIII - REPORTING PAY

Section 1. An employee who reports for work at his regular starting time and who has not been at least eight (8) hours previous notice to not report, shall receive a minimum of four (4) hours straight time pay.

Section 2. As near as possible the days of the work week for all employees will be arranged consecutively. When deviation from normal work hours, work days and/or work weeks is necessary, schedules will be worked out that will provide the most favorable possible working conditions for the employees involved.

ARTICLE XIV - EMPLOYEE BENEFITS - GENERAL PROVISIONS

Section 1. The following benefits apply to those employees who are engaged for and are assigned to regular positions of full time permanent duty, and to other employees after they have completed one full year of continuous, uninterrupted employment.

Section 2. Eligibility for the accumulation of these benefits starts with the assignment to staff or permanent duty, in the first case above, and upon completion of the required one year of employment, in the second case, and shall continue only so long as such employees are continuously engaged in full time employment.

Section 3. These benefits shall not apply to temporary or to employees who work on a part time basis, who are assigned to full time permanent duty or who have not worked one full year in other than staff duty, except as provided in ARTICLE XVI.

Section 4. Permanent part time employees working at least one-half of the scheduled work week shall receive these benefits in proportion to the time they work in relation to the scheduled work week for the department.

Section 5. These benefits consist of: (1) Extra compensation for loss of time for injury incurred in line of duty. (2) Sick Leave Allowance. (3) Vacation allowance (employee may request and receive vacation pay check in advance.) (4) Paid Holidays. (5) Hospital-Medical Insurance.

Section 6. Accounting for sick leave and vacation allowance will be had through the use of individual employee records wherein hourly credits will be regularly set up as such credits are accrued and hourly deductions made therefrom as the employee receives the benefits thus represented. Accounting of accrued benefits shall be made to individual employees once each year, during the month of January.

Section 7. Hourly credits standing to the account of any employee represent work weeks of benefit accumulation and shall be adjusted from time to time to suit such changes that may be made in the normal work week.

Section 8. Leave shall accrue to an employee while in a leave with pay status providing said employee returns to duty. Leave shall not accrue to an employee while in a leave without pay status.

Section 9. An employee absent because of injury shall, upon his return to duty receive credit for accrued leave covering the period of time for which he was paid disability compensation.

Section 10. Sick Leave shall be charged only for the absence upon days which an employee would otherwise work and receive pay.

Section 11. In case of the separation of an employee who is indebted for advance leave, the employee shall refund the amount paid him for the period of such excess, or deduction thereof shall be made from any pay due him. This section shall not apply in cases of death, retirement, or reduction in work force, or by any employee unable to return to duty because of disability, evidence of which shall be supported by a medical certificate.

ARTICLE XV - EMPLOYEE BENEFITS - INJURIES - PERMANENT EMPLOYEES

Section 1. The responsibility for reporting accidents or injuries incurred in the line of duty rests squarely with the employee. The Employer will provide forms for sick report.

Section 2. For loss of time on account of injury incurred in the line of duty, any eligible employee shall receive full pay for one (1) full month, from the time that the employee stops work on account of such injury. This is to be followed by two-thirds ($2/3$) pay for the five (5) months ensuing after which the administrative body, at its option, may reduce the rate to that allowed under the Workman's Compensation Act. Such payments made by the administrative body shall be reduced by the amount of Workman's Compensation insurance that may be paid to the employee on account of such injury.

Section 3. Should the employee elect to do so he may draw on any sick benefit that may be standing to his credit. in an amount sufficient to give full pay during the period of time lost on account of such injury up to the limit of such sick benefit accumulation.

Section 4. All Sick Leave benefits shall cease when the attendant physician reports that the employee is able to return to work.

ARTICLE XVI - EMPLOYEE BENEFITS - INJURIES - TEMPORARY EMPLOYEES

Section 1. The responsibility for reporting accidents or injuries incurred in the line of duty rests squarely with the employee.

Section 2. For loss of time on account of injury incurred in line of duty, any eligible employee shall receive full pay for one full week from the time that the employee stops work on account of such injury. This is to be followed by two-thirds (2/3) pay for the next thirty (30) days ensuing after which the administrative body, at its option, may reduce the rate to that allowed under the Workmen's Compensation Act. Such payments made by the administrative body shall be reduced by the amount of Workmen's Compensation Insurance that may be paid to the employee on account of such injury.

Section 3. All Sick Leave benefits shall cease when the attendant physician reports that the injured employee is able to return to work.

ARTICLE XVII - EMPLOYEE BENEFITS - VACATIONS

Section 1. Vacation allowances at full pay will be granted to all eligible employees for an amount of time equal to the working hours in normal work weeks, as such work weeks apply to the individual. The accumulation of this benefit will begin as of the first day of the month following the month in which the employee becomes eligible to such benefit and will be set up to his credit in installments as earned.

Section 2. To be of optimum benefit vacations should be taken annually and for the full period of the allowance, however by special permission of the Department Head, accumulations up to two (2) years allowance will be granted, or for greater periods should working conditions prohibit an employee's absence from duty.

Section 3. Vacation benefits are cumulative to employees according to the following schedule:

<u>Years of Eligibility</u>	<u>Weeks of Vacations</u>
1 thru 5	2.0
6	2.2
7	2.4
8	2.6
9	2.8
10	3.0
11	3.2
12	3.4
13	3.6
14	3.8
15 & over	4.0

Benefits become available to employees after he shall have accumulated one year benefit credit to his account.

In computing vacation allowance fractions of $\frac{1}{2}$ or more shall be raised to next hour, fraction of less than $\frac{1}{2}$ shall be dropped.

Section 4. Periods of leave are subject to the approval of the Department Head or of his regularly designated assistants. Periods of leave, with vacation pay, shall in no case involve less than three (3) working days except that with the approval of the Director of Public Utilities shorter periods of leave not to exceed $\frac{3}{5}$ of a week in any one year, may be granted for unusual circumstances.

Section 5. Vacation schedules shall be worked out as far in advance as possible and each employee shall place his request for leave with his immediate superior at the earliest possible date. Where conflict in selected dates occur, the employee of the longest service will generally be given preference or, where term of service is equal, the person first placing his request shall be given preference.

Section 6. Vacation leaves shall be so arranged and granted that the number of employees absent from one department or working group at any one time will not be sufficient to injure the service rendered by that department or group or entail the payment of an excessive amount of overtime to those who replace the absentee.

Section 7. Accumulated vacation allowance becomes immediately payable to the employee upon termination of his employment, no matter what the reason for such termination, provided that the employee has been continuously eligible to such benefit for not less than One (1) full year.

Section 8. Subject to mutual agreement and with the approval of the Department Head and/or the Administrative Body further leaves of absence, either with or without pay may be granted.

ARTICLE XVIII - EMPLOYEE BENEFITS - SICK LEAVE

Section 1. For loss of time on account of sickness, or injury not incurred in the line of duty, all eligible employees shall be allowed full pay each year for the amount of time equal to the working hours in one (1) or two (2) normal work weeks, as such work weeks apply to the individual. The accumulation of this benefit will begin as of the first day of the month following the month in which the employee becomes eligible to such benefits and will be set up to his credit in installments as earned.

Section 2. Sick benefit is cumulative to new employees at the rate of two (2) normal work weeks per year, and becomes available to such employee after he shall have accumulated six (6) months benefits credit to his account.

Section 3. Unused sick benefit may be cumulative without limitation, as measured by the normal work week in effect at the time that such cumulative benefit is taken.

Section 4. Sick benefits involving not more than three (3) working days at any one time will be allowed upon certification of the responsible supervisor. Benefits involving longer periods must be certified by an attendant physician.

Section 5. Allowances for longer periods than the above, either at full or reduced pay, may be granted by the Administrative Body when such Body agrees that circumstances so warrant or that the employee is partially able to perform his regular duties.

Section 6. Sick benefits will be allowed to the extent of one (1) normal work week for each specific instance in the event of a serious illness in the employee's immediate family, requiring his absence from duty, or in the event of a death in the employee's immediate family. Immediate family includes - spouse, children, parents, brothers, sisters, spouse's parents and/or any other regular member of the employee's household.

Section 7. A funeral leave, chargeable to the employee's sick leave accumulation, will be permitted to the extent of four (4) hours for others than members of the immediate family. Eight (8) hours for out-of-county funerals will be given.

Section 8. Except as modified above no employee shall receive sick benefit allowance except in the case of a bonafide sickness or injury and then only while he is regularly employed in full time service.

Section 9. One-half ($\frac{1}{2}$) of accumulated sick leave becomes payable to the employee upon termination of his employment under honorable conditions and upon giving of proper notices as defined in Paragraph 15.

ARTICLE XIX - PAID HOLIDAYS

Section 1. Full time, permanent hourly rate staff employees and all other full time hourly rate employees who are qualified to receive the same benefits because of their having worked continuously for one (1) year or more shall be paid for the following listed holidays when not worked:

New Years Day	Thanksgiving Day
Memorial Day	Day Following Thanksgiving Day
Independence Day	Half day (PM) before Christmas
Labor Day	Christmas Day
	Half day (PM) before New Years Day

Provided that the employee has worked a full assigned shift on his last scheduled work day prior to the holiday and his first scheduled work day following the holiday.

Section 2. Holiday pay will be at regular straight time rate for eight (8) hours.

Section 3. If a holiday occurs while an employee is on sick leave, the employee shall be paid for the holiday without deduction being made from his sick leave accumulation credits on that account.

Section 4. If a holiday occurs while an employee is on vacation the employee shall be paid for the holiday without deduction being made from his vacation accumulation credits on that account.

Section 5. When a holiday occurs during the scheduled work week all hours worked in excess of thirty-two (32) will be at overtime rate unless the holiday is worked. If the Holiday is worked overtime will be paid for all hours over forty (40).

Section 6. When work is performed on any of the above listed holidays, the rate of pay shall be at one and one-half ($1+\frac{1}{2}$) times regular rate plus holiday pay.

Section 7. When a holiday falls on a Saturday, the day preceeding (Friday) will be observed as a day not to be worked. When a holiday falls on a Sunday the following (Monday) will be observed as a day not to be worked.

ARTICLE XX - LIFE INSURANCE

Section 1. The City of Coldwater by action of its City Council agreed to furnish to each City employee, a full paid straight life insurance policy. This benefit is designed to be supplemental to and co-operative with the benefits of the Michigan Municipal Employee's Retirement System adopted in 1947.

Section 2. Policy amounts are established at \$7,500.00 each for all bargaining unit employees.

Section 3. Death benefits are designated to be paid to the beneficiary as follows: A lump sum payment upon death, followed by a series of twelve (12) equal monthly installments thereafter, the amount of these payments to be variable with the amount of the policy.

Section 4. Policies will be taken out to the credit of new employees after three (3) months following such employment, and will be terminated upon termination of or retirement from such active status. However, the employee's policy may be converted within thirty-one (31) days after leaving employment.

Section 5. No special provisions are in effect governing termination of employment because of death. All final pay and accumulated benefits will be promptly settled with the employee's family, the Board deciding the final compensation due, if other than normal, in each specific case.

ARTICLE XXI - HEALTH AND ACCIDENT INSURANCE

Section 1. The Board will pay the premium for a single employee or the equivalent for a married employee on a group semi-private, Hospital-Medical Insurance Policy, when the employee becomes eligible to that benefit.

Section 2. The Board will pay the premium for a single employee or the equivalent for a married employee on a group semi-private, hospital-medical insurance policy, when the employee becomes eligible to that benefit. The employee participation in the cost of this insurance is set as follows for this contract period ending June 30, 1976:

	<u>Weekly Deduction</u>
Single person coverage	none
Two person coverage	\$ 6.70
Family coverage	7.37
Each child 19 and over	2.20

ARTICLE XXII - PAY PLAN AND PAY ADMINISTRATION

Section 1. The official pay plan for the City service consists of a schedule showing established yearly, weekly and hourly pay ranges and the titles of classes of positions which are to be compensated within each pay range.

Section 2. Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay of other classes, availability of employees in particular occupational categories, prevailing rates for similar employment in private establishments in the Coldwater area, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the City, and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.

Section 3. The official schedule of ranges represents full-time compensation in each class of positions. Provision will be made for the reimbursement of Board employees who incur expenses in travel necessary to the conduct of Boards business.

Section 4. In the case of part-time employment, compensation will be on an hourly basis and will be based upon the regular pay schedules.

Section 5. The normal beginning rate for a new employee will be the minimum rate in the established range for the class of positions. However, the Department Head may in special cases, with the approval of the Director of Public Utilities due to recruiting difficulties or for a new employee having exceptional qualifications, authorize appointments above the minimum.

Section 6. Increments within established salary and wage ranges are to provide a means of recognizing outstanding performance and continued good service. Employees must be considered and interviewed by his supervisor for salary range increments at the end of their first three (3) months, six (6) months, and at the end of their first year of service for the Board and annually thereafter. However, increments will not be awarded on an automatic basis, but they shall be contingent upon meritorious service. Each department head shall have the authority to award increments to deserving employees in his department, however, the awarding of more than one increment to an employee within a calendar year, shall have the approval of the Director of Public Utilities. All increments shall be contingent upon the availability of funds. Inasmuch as an employee if doing his work well should be in his top wage bracket after three (3) years continuous service it is agreed that new employees will receive periodic raises to give them top pay in three (3) years.

Section 7. In the case of a promotion, the rate of the promoted employee will be adjusted to that step in the new range next above his rate of pay prior to promotion. In the case of transfer, the employee's rate will remain unchanged at the time of transfer. In the case of demotion, the rate of the demoted employee shall be reduced only as necessary to bring his rate at the time of demotion within the range established for the class to which he is demoted.

ARTICLE XXIII - LENGTH OF SERVICE PAY

Section 1. As a token of appreciation of those employees that have served the City of Coldwater well for a number of years, the following longevity payment shall be made on December 1st of each year, based upon the employee's yearly gross base pay as of November first:

5 years continuous service prior to November 1st.....	1%
6 years continuous service prior to November 1st.....	1.2%
7 years continuous service prior to November 1st.....	1.4%
8 years continuous service prior to November 1st.....	1.6%
9 years continuous service prior to November 1st.....	1.8%
10 years continuous service prior to November 1st.....	2.0%

An additional 0.2% shall be added for each year of additional service to a maximum benefit of 5.0% for 25 years service or over.

Section 2. Only those employees on the City payroll on December 1 of each year shall be entitled to Length of Service Pay except in case of death or retirement on City pension. (Municipal Retirement System).

Section 3. In case of death or retirement on City Pension, length of service pay shall be pro-rated from December preceeding to the date of death or retirement.

ARTICLE XXIV - COST OF LIVING ADJUSTMENTS

Section 1. All pay steps shall be increased one (1¢) cent for every 0.5 per cent increase in the National Consumers Price Index above the latest index available April 1, 1960. These adjustments, if any, will be applied July 1 of each year.

ARTICLE XXV - DURATION

Section 1. THIS AGREEMENT shall become effective on the 1st day of July, 1973 and shall remain in full force and effect to and including the 30th day of June, 1976, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement, in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

Section 2. It is understood however, that the Union will make every effort to submit any economic demands to the employer no later than January 1st of the year in which it desires to change or modify the agreement to facilitate budgetary planning on the part of the employer.

ARTICLE XXVI - RATES OF COMPENSATION

Section 1. This agreement shall be in force from July 1, 1973 to June 30, 1976.

Section 2. A Wage Schedule setting forth the rate of pay of the various classifications shall be attached hereto and made a part of this Agreement. The Wage Schedule shall be known as Appendix "A".

A. First Year: Pay rates effective July 1, 1973 shall be those rates in effect January 1, 1973 plus an additional fifteen cents (15¢) per hour plus the cost of living of ten cents (10¢) per hour (covering the period of October, 1972 to October, 1973) with a guaranteed increase of twenty five cents (25¢) per hour total for the year.

Example: 7-1-73, 15¢ + 10¢ C.O.L. = 25¢

B. Second Year: Pay rates effective July 1, 1974 shall be those rates in effect July 1, 1973 plus an additional thirteen cents (13¢) plus the cost of living of ten cents (10¢) per hour (covering the period of October, 1973 to October, 1974) with a guaranteed minimum increase of twenty three cents (23¢) per hour total increase for the year.

On January 1, 1975, if the cost of living for the period of October, 1973 to October, 1974 exceeds the ten cents (10¢) per hour granted July 1, 1974, such excess shall be paid.

Example: 7-1-74, 13¢ + 10¢ C.O.L. = 23¢

1-1-75, any C.O.L. over 10¢ for October, 1973 to October, 1974.

C. Third Year: Pay rates effective July 1, 1975 shall be those rates in effect January 1, 1975 plus twelve cents (12¢) per hour plus the cost of living of ten cents (10¢) per hour (covering the period of October, 1974 to October, 1975) with a guaranteed minimum increase of twenty two cents (22¢) per hour, total increase for the year.

On January 1, 1976, if the cost of living for the period of October, 1974 to October, 1975 exceeds the ten cents (10¢) per hour granted July 1, 1975, such excess shall be paid.

Example: 7-1-75, 12¢ + 10¢ C.O.L. = 22¢

1-1-76, any C.O.L. over 10¢ for October, 1974 to October, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

BOARD OF PUBLIC UTILITIES

Z. Frank Mann
President
James R. Endicott
Director

UNITED STEEL WORKERS
AFL-CIO-CLC

President

Vice-President

Secretary-Treasurer

CITY OF COLDWATER

George C. Horvath
Mayor
Marilyn LaBelle
Clerk
approved as to form.
Richard F. Berin
City Attorney

District Director, USA
Richard C. Dwyer
Staff Representative
Harold F. Haag
Local Union
Lorenz Stephenson
Local Union
Gordon S. Miller
Local Union

7-1-1973

<u>TITLE</u>	<u>Starting Range</u>	<u>Top Range</u>
Laborer	2.90	3.00
Utility Man - B	3.05	3.44
Utility Man - A	3.30	3.74
Park Attendent	3.51	3.99
Coal Handler	3.51	3.99
Ash Handler	3.51	3.99
Groundman	3.51	3.99
Meter Repairman	3.51	3.99
Meter Reader	3.73	4.27
Service Man	3.73	4.27
Mechanic Helper	3.73	4.27
Appliance Repair Man	3.73	4.27
Water & Sewer Operator - B	3.73	4.27
Water & Sewer Operator - A	3.80	4.37
Boiler Operator	3.99	4.58
Electrician - B	3.89	4.99
Treatment Plant Operator - O	3.51	3.99
Treatment Plant Operator - D	3.89	4.49
Treatment Plant Operator - C	3.99	4.58
Treatment Plant Operator - B	4.07	4.70
Lineman Jr.	3.99	4.58
Power Plant Mechanic	4.07	4.70
Turbine Operator	4.19	4.79
Electrician - A	4.49	5.11
Water & Sewer Foreman	4.19	4.79
Lineman Sr.	4.49	5.11
Line Foreman	4.58	5.23

ADDENDUM NUMBER ONE

AGREEMENT

Between

THE BOARD OF PUBLIC UTILITIES

Of The City of Coldwater, Michigan

And The

UNITED STEEL WORKERS

Of America

AFL-CIO-CLC

Local Union 14178

Dated - July 1, 1973

ARTICLE XXIV and ARTICLE XXVI, notwithstanding, it is hereby agreed that THE BOARD OF PUBLIC UTILITIES revert to past practices of applying Cost of Living adjustments, if any, January 1 and July 1 of each year as follows:

ARTICLE XXIV

Section 1. All steps to be increased one (1¢) cent for each 0.5 per cent increase in The National Consumers Price Index above the latest Index available April and October of each year.

ARTICLE XXVI

Section 2A. First Year: Pay rates effective July 1, 1973 shall be those rates in effect January 1, 1973 plus an additional fifteen cents (15¢) per hour plus the cost of living of ten cents (10¢) per hour (covering the period October, 1972 to April, 1973) with a guaranteed increase of twenty five cents (25¢) per hour.

Example: 7-1-73, 15¢ + 10¢ C.O.L. = 25¢

B. Second Year: Pay Rates effective July 1, 1974 shall be those rates in effect July 1, 1973 plus an additional sum which when added to a minimum guaranteed cost of living increase effective January 1, 1974 and July 1, 1974 of 10 cents per hour shall produce a guaranteed minimum increase of 23 cents per hour as applied to the July 1, 1973 pay rates. An additional increase shall be granted to cover any cost of living increases in excess of 10 cents per hour for this period.

Example: 7-1-74, 13¢ + (Jan. & July) - C.O.L. Adjustment 1-1-74.
(C.O.L. 10¢ minimum)

C. Third Year: Pay rates effective July 1, 1975 shall be those rates in effect July 1, 1974 plus an additional sum which when added to a minimum guaranteed cost of living increase effective January 1, 1975, and July 1, 1975 of 10 cents per hour shall produce a guaranteed minimum increase of 22 cents per hour as applied to the July 1, 1974 pay rates. An additional increase shall be granted to cover any cost of living increases in excess of 10 cents per hour for this period.

Example: 7-1-75, 12¢ + (Jan. & July)-C.O.L. Adjustment 1-1-75.
(C.O.L. 10¢ minimum)

IN WITNESS WHEREOF, The parties hereto have caused this addendum to be signed by their duly authorized representatives, and this addendum to become effective January 1, 1974.

Board of Public Utilities

[Signature]
President

James R. Edwards
Director

CITY OF COLDWATER

William L. Timm
Mayor

Margaret La Belle
Clerk

Richard H. Dennis
City Attorney

United Steel Workers
AFL-CIO-CLC

[Signature]
President

John S. [Signature]
Vice President

Walter Buske
Secretary-Treasurer

Charles S. Youngblood
District Director, USA

[Signature]
Staff Representative

Louise [Signature]
Local Union

Harold L. [Signature]
Local Union

James H. Miller Sr.
Local Union