

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**AND**



**DEPARTMENT OF PUBLIC WORKS  
FIELD UNIT EMPLOYEES**

**TEAMSTERS LOCAL 214**

**JULY 1, 2007 – JUNE 30, 2012**



	In-Network	Out-of-Network
<b>Human Organ Transplants</b>		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 90% after deductible	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 80% after deductible
<b>Mental Health Care and Substance Abuse Treatment</b>		
Inpatient Mental Health Care and Substance Abuse Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	
<b>Other Services</b>		
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – \$10 copay	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 90% after deductible	Covered – 90% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible	Covered – 80% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not Covered	Not Covered
<b>Deductible, Copays and Dollar Maximums</b>		
Deductible	\$500 per member, \$1,000 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$1,000 per member, \$2,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse care and private duty nursing *	20% for general services and 50% for mental health care, substance abuse care and private duty nursing * Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	\$1,000 per member, \$2,000 family per calendar year	\$2,000 per member, \$4,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	
* Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.		
This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.		

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An Independent Member of the Blue Cross and Blue Shield Association

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## Community Blue<sup>SM</sup> PPO Benefits-at-a-Glance for City of Sterling Heights Plan 7

	In-Network	Out-of-Network
<b>Preventive Services – Limited to \$500 per calendar year</b>		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered
<b>Mammography</b>		
Mammography Screening	Covered – 90% after deductible	Covered – 80% after deductible
	One per calendar year, no age restrictions	
<b>Physician Office Services</b>		
Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
<b>Emergency Medical Care</b>		
Hospital Emergency Room – approved diagnosis	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
<b>Diagnostic Services</b>		
Laboratory and Pathology Tests	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 80% after deductible
Radiation Therapy	Covered – 90% after deductible	Covered – 80% after deductible
<b>Maternity Services Provided by a Physician</b>		
Pre-Natal and Post-Natal Care	Covered – 100%, includes delivery care by a Certified Nurse Midwife	Covered – 80% after deductible, includes care provided by a Certified Nurse Midwife
Delivery and Nursery Care	Covered – 90% after deductible, includes delivery provided by a Certified Nurse Midwife	Covered – 80% after deductible, includes delivery provided by a Certified Nurse Midwife
<b>Hospital Care</b>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 90% after deductible	Covered – 80% after deductible
Inpatient Consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar maximum which is adjusted annually by the state	
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
	Unlimited visits	
<b>Surgical Services</b>		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 80% after deductible

	In-Network	Out-of-Network
<b>Surgical Services</b>		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 60% after deductible
<b>Human Organ Transplants</b>		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 60% after deductible
<b>Mental Health Care and Substance Abuse Treatment</b>		
Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$50,000 lifetime maximum	
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50% after deductible	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	
<b>Other Services</b>		
Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 60% after deductible
Allegry Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible	Covered – 90% after deductible
	Covered – 100%	Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not covered	Not covered

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

<b>Deductible</b>	\$250 per member, \$500 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$500 per member, \$1,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b> • Fixed Dollar Copays • Percent Copays	\$10 for office visits and \$50 for emergency room visits  10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and private duty nursing	\$50 for emergency room visits  40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
<b>Copay Dollar Maximums</b> • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None \$500 per member, \$1,000 family per calendar year	None \$4,000 per member, \$8,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

<b>Optional Riders</b>	
Rider CB-CSR, Cost Sharing Requirements	Changes the member's cost sharing requirements for out-of-state services. Note: This rider is available only to groups in the Upper Peninsula. When Rider CB-CSR is selected, Rider BCP will replace Rider BCP-PPO.
Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.
Rider CB-OV\$20, Office Visit Copay Requirement	Increases fixed dollar copay amount from \$10 to \$20.
Rider CB-OV\$30, Office Visit Copay Requirement	Increases fixed dollar copay amount from \$10 to \$30.
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as a "package" with prescription drug coverage.
Rider XVA, Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.

**AGREEMENT**

THIS AGREEMENT, made and entered into this March 18, 2008 by and between the City of Sterling Heights (hereinafter referred to as the "Employer") and Local Union No. 214, affiliated with the International Brotherhood of TEAMSTERS, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

**Purpose and Intent:** The general purpose of this 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.

**ARTICLE I**

**Recognition – Unit - Security**

1.1 The Employer does hereby recognize and acknowledge that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Appendix A.

1.2 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 as listed in this Agreement for the term of this Agreement of all employees of the Employer included in the bargaining unit described above.

1.3 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1.4 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters. Any employee in the Bargaining Unit who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement.

## Community Blue<sup>SM</sup> PPO Benefits-at-a-Glance Plan 10

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

1.5 Employees hired, rehired, reinstated or transferred into this Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or to pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement, on or before the 61st day following the beginning of their employment in the Unit.

1.6 Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the Bargaining Unit.

1.7 If any provision of this Agreement is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

1.8 New employees shall be considered as probationary employees for the first year of their employment. After employees have finished the probationary period, they shall be entered on the seniority list and shall rank for seniority from the day they commenced their employment. A new employee shall work under the provisions of this Agreement and the Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, but the Union shall not represent probationary employees who have been laid off, disciplined or discharged, and during the probationary period, an employee may be discharged without further recourse.

	In-Network	Out-of-Network
<b>Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year</b>		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
<b>Mammography</b>		
Mammography Screening	Covered – 90% after deductible	Covered – 60% after deductible
	One per calendar year, no age restrictions	
<b>Physician Office Services</b>		
Office Visits	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
<b>Diagnostic Services</b>		
Laboratory and Pathology Services	Covered – 90% after deductible	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 60% after deductible
Therapeutic Radiology	Covered – 90% after deductible	Covered – 60% after deductible
<b>Maternity Services Provided by a Physician</b>		
Prenatal and Postnatal Care	Covered – 100%	Covered – 60% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 90% after deductible	Covered – 60% after deductible
	Includes delivery provided by a certified nurse midwife	
<b>Hospital Care</b>		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Non-emergency services must be rendered in a participating hospital	Covered – 90% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 90% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 60% after deductible
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to dollar maximum which is adjusted periodically	
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
	Unlimited visits	

APPENDIX E

BLUE CROSS/BLUE SHIELD DENTAL PLAN  
COVERAGE DESCRIPTION AND LIMITS

The Blue Cross/Blue Shield of Michigan Dental Plan will pay reasonable charges for covered expenses with no deductible.

- Class I Diagnostic services, preventive services, and palliative treatment are covered at 75 percent of reasonable charges.
- Class II Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75 percent of reasonable charges.
- Class III Construction and replacement of dentures and bridges are covered at 75 percent of reasonable charges.
- Class IV Orthodontic services are covered at 50 percent of reasonable charges.

Each member is entitled to maximum benefits of \$1,000.00 every contract year.

Each member (up to age 19) has a lifetime maximum of \$2,000.00 available for orthodontic services.

ARTICLE 2

Union Rights Clause

2.1 No member of this Unit shall be required to do work for another Employer. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the grievance panel, Step 3, of the Grievance Procedure.

2.2 The Employer agrees that it will not require employees, other than employees in the Bargaining Unit, to perform work which is recognized as the work of the employee in said Unit, except in training, or cases of emergencies.

ARTICLE 3

Deduction of Dues

3.1 During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues, and/or initiation fees or service charges levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed a "Check-off Authorization and Assignment" in substantially the following form:

"I, \_\_\_\_\_, hereby authorize my Employer to deduct from my wages and to pay to Local #214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the Agreement between such Local Union and my Employer.

The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent, and I do hereby ratify, authorize, and assign to the Union, all such deductions as of the time they were made."

Provided, however, that the Union presents to the Employer, signed authorizations, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

3.2 The amount of the initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues or service charges deducted shall commence on the first pay period of the month after becoming a member of the Bargaining Unit, and will be deducted monthly thereafter on the first pay period of the month.

3.3 Deduction of initiation fees will be made in two (2) equal amounts from wages payable the following two (2) pay periods from the effective date of the authorization. Dues or service charges deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union Finance Officer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service charges have been deducted from their checks. Where any employee, who is on check-off, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months. Each remittance shall be accompanied by a statement giving a list in duplicate of the employees for whom:

- A. Regular deductions were made.
- B. Initial deductions were made.
- C. No deductions were made, due to insufficient earnings.
- D. No deductions were made because the employee revoked authorization.
- E. No deductions were made because the employment of the employee was terminated.
- F. No deductions were made because the employee is on Leave-of-Absence.

3.4 The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of money as Association fees, membership dues or other charges from the Employee's wages.

APPENDIX D  
DISABILITY INSURANCE

Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	7 days illness 1 day accident
Maximum Duration	26 weeks

Long Term Disability Income Benefit

Long Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	180 days
Maximum Duration	Sickness to age 65 Accident to age 65



Employees accepting assignments or those who are ordered to work the snow emergency shall not be called for overtime on their off time between shifts as this time is viewed as a necessary rest period for these individuals.

It is the intent of the Department of Public Works to remove accumulated snow from all streets in the City when in the opinion of the Director it is necessary in order to maintain reasonable, safe passable streets. It is also a necessity that this be accomplished as efficiently and quickly as possible. The Department of Public Works will be able to fulfill the requirement and responsibility with the Snow Emergency Procedures utilizing department personnel.

Under normal circumstances, snow removal is viewed as primarily within the job classification of the Street Services Division employees. With this in mind, the primary shift is made up of seniority Street Services Division personnel. The lesser seniority personnel from this division become part of the second shift. This allows for utilization of experienced personnel for both shifts. The remaining vehicles/equipment for snow removal will be manned and divided as previously mentioned.

The Emergency Snow Removal Procedures shall remain in effect until the Director or his designate recognizes that the emergency condition has been eliminated and does so declare.

Priority #2 and #3 designated streets as well as courts and cul-de-sacs shall receive equal priority during a declared emergency.

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#### ARTICLE 4

##### Extra Contract Agreements

4.1 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively which in any way affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement.

4.2 In the event the City, through sub-contracting, eliminates positions or classes, the City shall absorb all seniority employees, with a bargaining unit hire date prior to January 6, 2004 when they reach ten years of service with the City, into other positions and/or classes within the City, and shall re-train the affected employees to qualify them for their new positions or classes. At the earliest opportunity, the City will advise the Union of the expected elimination of positions or classes by reason of sub-contract and will stand ready to discuss with the Union the City's plan for absorption of affected employees into other positions or classes.

In the event the City, through sub-contracting, eliminates positions or classes, a reasonable effort to re-train and absorb surplus employees with less than ten years of service will be made by the Employer.

#### ARTICLE 5

##### Seniority and Layoffs

5.1 For the purpose of this Agreement, bargaining unit seniority shall include only seniority in the bargaining unit for those non-probationary employees as of July 1, 1982. All probationary employees shall have their bargaining unit seniority computed as of the date they entered the bargaining unit.

5.2 Bargaining unit seniority, as defined in Section 1 above, shall prevail in the layoff and rehiring of employees, in reducing the work force because of lack of work or other legitimate cause. In the laying off and the rehiring of laid off personnel, the classification of said employee is considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" (classes) shall hold weight in determining the layoff and rehire of personnel.

5.3 The Employer shall post a list of the employees and classifications arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

5.4 Loss of Seniority. Employees shall lose seniority only for the following reasons:

- A. Discharge.
- B. Voluntary quit.
- C. Layoff for a period of over two (2) years.
- D. Absent for three (3) or more consecutive working days without notifying the Employer.
- E. After being recalled from layoff and not reporting within seven (7) days.
- F. A non-duty disability beyond twelve (12) months or a duty related disability beyond twenty-four (24) months.

In case of emergency, exceptions may be made by the Employer.

5.5 In the event of a layoff, an employee so laid off shall be given one week's notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said one week, he shall lose all seniority rights under this Agreement. However, in proper cases, the Employer will give consideration to the employee and grant exception in the sole discretion of the Employer.

5.6 An employee in a classification subject to the jurisdiction of this contract, who has been in the past or will in the future be promoted to a classification not subject to the jurisdiction of the Union, shall not accumulate Union seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he held at the time of his promotion.

## ARTICLE 6

### Reprimands, Discharge or Suspension

6.1 Removal of Reprimand. A written reprimand shall be removed from an employee's file after a period of not receiving any discipline:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Three (3) years for incidents or infractions involving loss of time or wages equaling three (3) days or less.
- C. Four (4) years for incidents or infractions involving a loss of time or wages greater than three (3) days.

6.2 The Employer shall not discharge or suspend any employee without just cause. Discharge must be by proper written notice to the employee and the Union. In all cases of discharge or suspension, the employee may see the Union Steward before leaving City property. Any employee aggrieved by such discharge or suspension shall only seek relief through the Grievance Procedure outlined in Article 7 of this Contract, going immediately to Step #2.

## APPENDIX C

### **GUIDELINES SNOW EMERGENCY PROCEDURES**

A variation to the normal snow and ice control operation is the procedures developed for declared snow emergencies.

When in judgement of the Public Works Director or his designate, based on existing snow accumulations, forecasted additional accumulations, and up-to-date weather bulletins, it is determined that emergency conditions exists, the Director or his designate will declare an emergency and activate the Snow Emergency Procedures.

The first shift shall consist of employees from the Street Services Division who are plowing snow when the emergency is declared. The remaining employees of this division shall be assigned to the second shift. No employees will be sent home during their regular eight (8) hour shift.

As much as reasonably possible, the administration will attempt not to have any person plow snow more than 16 continuous hours in a 24 hour period. Therefore, should a person assigned to a shift run into the 16 hour plowing limitation, they would be reassigned to non-snow plowing duties until the end of their regular eight (8) hour workday shift; and another employee would take over the plowing duties.

Personnel from the Water and Sewer Divisions shall be gathered, informed of the emergency condition and requested in the order of departmental seniority to choose which shift they would prefer to work. Those choosing to work the first shift shall immediately be assigned a vehicle and given a route to clear. They will continue working until the end of the first shift, up to a maximum of 16 hours.

Those employees choosing to work the second shift shall continue working throughout the day at their assigned duties and report to work after the end of their normal shift at the designated start time of the second shift which shall be determined by the Director.

Personnel from the Fleet Maintenance Division shall likewise be placed on two separate shifts.

Two shifts of personnel shall be assembled in the Parks and Grounds Maintenance Division in a like manner for snow and ice control at all municipal sites. Once the municipal sites are deemed satisfactory, these employees shall assist in alleviating the emergency conditions throughout the City utilizing that division's snow removal equipment as well as other equipment as assigned.

If, after going through the seniority list within these respective divisions, sufficient personnel cannot be assembled for two (2) shifts, then, the least senior employee will be ordered to work and the next senior employee in a like manner until there are enough personnel for both shifts.

Road Division

Every six (6) months from the effective date of the Contract, the City will conduct a survey among equipment used by Equipment Operators.

If this survey shows "A" Equipment was operated by "B" pay rate Equipment Operators more than 50 percent of the regular hours during the previous six (6) months, the City will reassign the most qualified employee in Class "B" rate of pay to Class "A" pay rate.

If this survey shows "B" Equipment was operated by "C" pay rate Equipment Operators more than 50 percent of the regular hours during the previous six (6) months, the City will reassign the most qualified employee in Class "C" rate of pay to Class "B" pay rate.

Effective date for pay rate change shall be within 30 days of the date the survey commences.

\* \* \*

ARTICLE 7

Grievance Procedure

7.1 A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this Agreement, and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work.

7.2 All differences, disputes or complaints between the City and members of this Bargaining Unit as to the application or interpretation of this Agreement shall be adjusted solely by the grievance procedure as outlined in Article 7. The sole remedy available for a grievance by a member of this Bargaining Unit shall be the grievance procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

7.3 Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such grievances promptly through the following steps:

Step 1. Oral Conference. By oral conference between the aggrieved employee, the Steward or both, and the immediate supervisor and, if not then resolved, it shall be the responsibility of the aggrieved to then reduce any grievance to writing on the regular grievance form provided by the Union within five (5) working days of the alleged grievance if not resolved. Upon receipt of the written grievance, a conference between Union representatives, and the Department head or City representatives will be held within five (5) working days.

Within two (2) working days after the conference, the City representative shall give his decision to the Union in writing. If the decision is not given within two (2) days after the conference, the grievance shall be deemed denied by the City.

Step 2. Human Resources Director. If not satisfactorily settled at Step 1, the grievance may be referred to the Human Resources Director. A meeting between the Human Resources Director and/or his designated representative(s) and a committee of the Union, composed of the Chief Steward and/or his/her designated representative, or TEAMSTERS, or both, and members of the Grievance Committee, shall be held within seven (7) days, after referral to the Human Resources Director to discuss the grievance. If not satisfactorily adjusted at this meeting, the Human Resources Director or his/her designated representative shall give a written answer within fourteen (14) days of the meeting.

Step 3. Arbitration. In the event the last step fails to settle the complaint, grievances shall be referred to the American Arbitration Association, MERC or FMCS upon the request of the Union.

1. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within five (5) days, the moving party may request the American Arbitration Association, MERC or FMCS to appoint an arbitrator who shall have authority to hear and decide the case.

2. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The fees and expenses of the arbitrator shall be borne by both parties equally. The decision of the arbitrator shall be rendered without undue delay, and all subsequent settlements made in the Grievance Procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

3. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than five (5) working days after knowledge of alleged grievance. No economic benefits will be paid five (5) days prior to the date of Step 1 of alleged grievance.

4. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less whatever he may have earned.

5. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City, but the City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

6. The arbitrator shall have no authority to require the City to purchase buildings, equipment, or material.

a. Powers of Arbitrator: It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

1. He shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.

2. He shall have no power to establish wage scales.

3. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.

## APPENDIX B

### Equipment Assignments

Pursuant to Article 16, Section 7, the following is the list of equipment assigned to the classification of Equipment Operator.

"A" Equipment - Front-end loader (over 3-½ yards)  
Hopto  
Four-wheel power grader

"B" Equipment - All dual axle or larger dump trucks with or without under carriage blades  
Bulldozer  
Vac-all truck  
Tractor or truck mounted backhoe  
Street sweepers  
Front-end loader (3-½ yards and under)  
Asphalt laydown machine  
Ford 6600 Interstater  
Stump cutter  
Mo-Trim  
Mott Mower  
Cement saw (large)

"C" Equipment - All single axle dump trucks with or without under carriage blades  
Port-a-patcher  
Roller  
Tar kettle  
Farm-type tractors  
Flatbed trucks  
Vehicles found in lower classes if assigned  
Chipper  
Ditch witch

The following is a list of equipment assigned to the classification of Parks and Grounds Maintenance Worker:

Tree spade  
Farm-type tractors (with all attachments)  
Single axle dump trucks  
Chipper shall be compensated at the rate of 10¢/hour above the rate provided for the classification "C" Operator

Effective July 1, 2011  
3.0%

City of Sterling Heights/Teamsters Local 214 DPW Field Unit  
July 1, 2007 – June 30, 2012

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	38,047	42,714	47,357	47,910	48,439	49,083	0	0	0
hourly	18,292	20,536	22,768	23,034	23,288	23,598	0.000	0.000	0.000
bi-weekly	1463.36	1642.88	1821.44	1842.72	1863.04	1887.84	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	30,085	30,836	31,611	32,400	33,207	34,045	34,894	35,761	36,660
hourly	14,464	14,825	15,198	15,577	15,965	16,368	16,776	17,193	17,625
bi-weekly	1157.12	1186.00	1215.84	1246.16	1277.20	1309.44	1342.08	1375.44	1410.00
Annual	37,579	38,511	39,478	40,460	41,473	42,515	43,573	45,190	0
hourly	18,067	18,515	18,980	19,452	19,939	20,440	20,949	21,726	0.000
bi-weekly	1445.36	1481.20	1518.40	1556.16	1595.12	1635.20	1675.92	1738.08	0.00
<b>Laborer</b>									
Annual	32,493	35,037	37,585	40,135	42,681	45,223	47,763	50,317	52,863
hourly	15,622	16,845	18,070	19,296	20,520	21,742	22,963	24,191	25,415
bi-weekly	1249.76	1347.60	1445.60	1543.68	1641.60	1739.36	1837.04	1935.28	2033.20
Annual	55,407	0	0	0	0	0	0	0	0
hourly	26,638	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
bi-weekly	2131.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	44,928	49,560	54,192	54,891	55,621	56,438	0	0	0
hourly	21,600	23,827	26,054	26,390	26,741	27,134	0.000	0.000	0.000
bi-weekly	1728.00	1906.16	2084.32	2111.20	2139.28	2170.72	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	45,443	50,080	54,708	55,407	56,274	57,048	0	0	0
hourly	21,848	24,077	26,302	26,638	27,055	27,427	0.000	0.000	0.000
bi-weekly	1747.84	1926.16	2104.16	2131.04	2164.40	2194.16	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	45,443	50,080	54,708	55,407	56,274	58,169	0	0	0
hourly	21,848	24,077	26,302	26,638	27,055	27,966	0.000	0.000	0.000
bi-weekly	1747.84	1926.16	2104.16	2131.04	2164.40	2237.28	0.00	0.00	0.00
<b>Equipment Operator B Traffic Sign Worker Sewer Serv. Clean. Inspector Water Service Worker</b>									
Annual	47,617	52,253	56,885	57,699	58,514	59,429	0	0	0
hourly	22,893	25,122	27,349	27,740	28,132	28,572	0.000	0.000	0.000
bi-weekly	1831.44	2009.76	2187.92	2219.20	2250.56	2285.76	0.00	0.00	0.00
<b>Plant Oper. Mechanic</b>									
Annual	48,389	53,027	57,653	58,514	58,868	60,168	0	0	0
hourly	23,264	25,494	27,718	28,132	28,302	28,927	0.000	0.000	0.000
bi-weekly	1861.12	2039.52	2217.44	2250.56	2264.16	2314.16	0.00	0.00	0.00
<b>Equipment Operator A</b>									
Annual	50,639	55,315	59,953	60,823	61,721	62,637	0	0	0
hourly	24,346	26,594	28,824	29,242	29,674	30,114	0.000	0.000	0.000
bi-weekly	1947.68	2127.52	2305.92	2339.36	2373.92	2409.12	0.00	0.00	0.00
<b>Mechanic</b>									
Annual	48,389	53,027	57,653	58,514	58,868	60,168	60,823	61,721	62,637
hourly	23,264	25,494	27,718	28,132	28,302	28,927	29,242	29,674	30,114
bi-weekly	1861.12	2039.52	2217.44	2250.56	2264.16	2314.16	2339.36	2373.92	2409.12

4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

a. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

b. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employees or employee involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of an arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue.

c. The fees and expenses of an arbitrator shall be shared by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

b. **Claims for Back Pay:** The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed, provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments shall be made retroactive to the beginning of the pay period covered by such pay, if the employee filed his grievance within five (5) working days after receipt of such pay.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any other compensation that he may have received from any source during the period of the back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

c. **Time Limit:** Any grievance not advanced to the next step by the Union within the time limit in that step, or if no time limit is specified, within five (5) working days, shall be deemed settled by last response of Employer. Time limits may be extended by the City and the Union in writing, then the new date shall prevail.

Effective July 1, 2010  
3.0%

ARTICLE 8

Election of Remedies

8.1 When the same remedies are available for a dispute which arises under this contract under the grievance procedure, which are available under any administrative or statutory scheme or procedure, such as, but not limited to a Veteran's Preference Hearing, Civil Rights Hearing, or Department of Labor Hearing, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

8.2 If any employee elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited.

8.3 Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the Courts to compel compliance with Agreement terms and with the Grievance Procedure by request for injunctive or other relief.

ARTICLE 9

Stewards

9.1 The Employer recognizes the right of the Union to designate a Chief Steward from the membership at large who will represent the unit as well as his division and one steward from each of the four other divisions for a total of five primary stewards.

The Union may have an alternate to the primary steward for each division, however only five primary stewards would have the protected status of being the last to be laid off. The authority of the Chief Steward and Division Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with his Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information: 1. have been reduced to writing, or 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the Employer's business.

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	36,938	41,471	45,978	46,515	47,028	47,654	0	0	0
hourly	17,759	19,938	22,105	22,363	22,610	22,911	0.000	0.000	0.000
bi-weekly	1420.72	1595.04	1768.40	1789.04	1808.80	1832.88	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	29,209	29,937	30,690	31,455	32,240	33,053	33,876	34,719	35,592
hourly	14,043	14,393	14,755	15,123	15,500	15,891	16,287	16,692	17,112
bi-weekly	1123.44	1151.44	1180.40	1209.84	1240.00	1271.28	1302.96	1335.36	1368.96
Annual	36,485	37,390	38,328	39,280	40,264	41,277	42,305	43,873	0
hourly	17,541	17,976	18,427	18,885	19,358	19,845	20,339	21,093	0.000
bi-weekly	1403.28	1438.08	1474.16	1510.80	1548.64	1587.60	1627.12	1687.44	0.00
<b>Laborer</b>									
Annual	31,547	34,016	36,491	38,966	41,437	43,906	46,371	48,850	51,324
hourly	15,167	16,354	17,544	18,734	19,922	21,109	22,294	23,486	24,675
bi-weekly	1213.36	1308.32	1403.52	1498.72	1593.76	1688.72	1783.52	1878.88	1974.00
Annual	53,792	0	0	0	0	0	0	0	0
hourly	25,862	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
bi-weekly	2068.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	43,619	48,116	52,613	53,291	54,000	54,795	0	0	0
hourly	20,971	23,133	25,295	25,621	25,962	26,344	0.000	0.000	0.000
bi-weekly	1677.68	1850.64	2023.60	2049.68	2076.96	2107.52	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	44,120	48,622	53,114	53,792	54,635	55,386	0	0	0
hourly	21,212	23,376	25,536	25,862	26,267	26,628	0.000	0.000	0.000
bi-weekly	1696.96	1870.08	2042.88	2068.96	2101.36	2130.24	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	44,120	48,622	53,114	53,792	54,635	56,474	0	0	0
hourly	21,212	23,376	25,536	25,862	26,267	27,151	0.000	0.000	0.000
bi-weekly	1696.96	1870.08	2042.88	2068.96	2101.36	2172.08	0.00	0.00	0.00
<b>Equipment Operator B Traffic Sign Worker Sewer Serv. Clean. Inspector Water Service Worker</b>									
Annual	46,230	50,731	55,228	56,018	56,811	57,699	0	0	0
hourly	22,226	24,390	26,552	26,932	27,313	27,740	0.000	0.000	0.000
bi-weekly	1778.08	1951.20	2124.16	2154.56	2185.04	2219.20	0.00	0.00	0.00
<b>Plant Oper. Mechanic</b>									
Annual	46,978	51,482	55,974	56,811	57,154	58,414	0	0	0
hourly	22,586	24,751	26,911	27,313	27,478	28,084	0.000	0.000	0.000
bi-weekly	1806.88	1980.08	2152.88	2185.04	2198.24	2246.72	0.00	0.00	0.00
<b>Equipment Operator A</b>									
Annual	49,164	53,703	58,206	59,051	59,924	60,812	0	0	0
hourly	23,637	25,819	27,984	28,390	28,810	29,237	0.000	0.000	0.000
bi-weekly	1890.96	2065.52	2238.72	2271.20	2304.80	2338.96	0.00	0.00	0.00
<b>Mechanic</b>									
Annual	46,978	51,482	55,974	56,811	57,154	58,414	59,051	59,924	60,812
hourly	22,586	24,751	26,911	27,313	27,478	28,084	28,390	28,810	29,237
bi-weekly	1806.88	1980.08	2152.88	2185.04	2198.24	2246.72	2271.20	2304.80	2338.96

Effective July 1, 2009  
3.0%

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	35,863	40,262	44,638	45,160	45,658	46,267	0	0	0
hourly	17,242	19,357	21,461	21,712	21,951	22,244	0.000	0.000	0.000
bi-weekly	1379.36	1548.56	1716.88	1736.96	1756.08	1779.52	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	28,358	29,065	29,796	30,540	31,301	32,090	32,891	33,708	34,557
hourly	13,634	13,974	14,325	14,683	15,049	15,428	15,813	16,206	16,614
bi-weekly	1090.72	1117.92	1146.00	1174.64	1203.92	1234.24	1265.04	1296.48	1329.12
Annual	35,422	36,300	37,211	38,136	39,091	40,075	41,073	42,596	0
hourly	17,030	17,452	17,890	18,335	18,794	19,267	19,747	20,479	0.000
bi-weekly	1362.40	1396.16	1431.20	1466.80	1503.52	1541.36	1579.76	1638.32	0.00
<b>Laborer</b>									
Annual	30,628	33,026	35,428	37,831	40,231	42,627	45,021	47,428	49,828
hourly	14,725	15,878	17,033	18,188	19,342	20,494	21,645	22,802	23,956
bi-weekly	1178.00	1270.24	1362.64	1455.04	1547.36	1639.52	1731.60	1824.16	1916.48
Annual	52,226	0	0	0	0	0	0	0	0
hourly	25,109	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
bi-weekly	2008.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	42,348	46,714	51,080	51,740	52,428	53,200	0	0	0
hourly	20,360	22,459	24,558	24,875	25,206	25,577	0.000	0.000	0.000
bi-weekly	1628.80	1796.72	1964.64	1990.00	2016.48	2046.16	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	42,835	47,205	51,567	52,226	53,044	53,772	0	0	0
hourly	20,594	22,695	24,792	25,109	25,502	25,852	0.000	0.000	0.000
bi-weekly	1647.52	1815.60	1983.36	2008.72	2040.16	2068.16	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	42,835	47,205	51,567	52,226	53,044	54,828	0	0	0
hourly	20,594	22,695	24,792	25,109	25,502	26,360	0.000	0.000	0.000
bi-weekly	1647.52	1815.60	1983.36	2008.72	2040.16	2108.80	0.00	0.00	0.00
<b>Equipment Operator B Traffic Sign Worker Sewer Serv. Clean. Inspector Water Service Worker</b>									
Annual	44,884	49,254	53,620	54,387	55,155	56,018	0	0	0
hourly	21,579	23,680	25,779	26,148	26,517	26,932	0.000	0.000	0.000
bi-weekly	1726.32	1894.40	2062.32	2091.84	2121.36	2154.56	0.00	0.00	0.00
<b>Plant Oper. Mechanic</b>									
Annual	45,610	49,982	54,344	55,155	55,490	56,713	0	0	0
hourly	21,928	24,030	26,127	26,517	26,678	27,266	0.000	0.000	0.000
bi-weekly	1754.24	1922.40	2090.16	2121.36	2134.24	2181.28	0.00	0.00	0.00
<b>Equipment Operator A</b>									
Annual	47,733	52,139	56,511	57,331	58,179	59,040	0	0	0
hourly	22,949	25,067	27,169	27,563	27,971	28,385	0.000	0.000	0.000
bi-weekly	1835.92	2005.36	2173.52	2205.04	2237.68	2270.80	0.00	0.00	0.00
<b>Mechanic</b>									
Annual	45,610	49,982	54,344	55,155	55,490	56,713	57,331	58,179	59,040
hourly	21,928	24,030	26,127	26,517	26,678	27,266	27,563	27,971	28,385
bi-weekly	1754.24	1922.40	2090.16	2121.36	2134.24	2181.28	2205.04	2237.68	2270.80

9.2 The Steward, during working hours, without loss of time or pay, may with the supervisor's permission be absent in accordance with the terms of this section to investigate and present grievances to the Employer and they are to advise their supervisor of time spent on forms to be furnished. However, the supervisor will grant permission within reason and provide sufficient time to the Steward to leave his work for these purposes. The privilege of Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and the Steward will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein.

Any alleged abuse will be a proper subject for disciplinary action by the Employer. The Steward shall be the last to be laid off in the event of reduction of work force.

9.3 The authority of the Union shall be limited to acts or functions which said Stewards are authorized to perform by this Agreement. The members of the three (3) person bargaining team representing this Unit shall be paid for on-the-job contract negotiation sessions.

ARTICLE 10

Union Leave of Absence

10.1 The Employer shall give reasonable time off up to thirty (30) days without discrimination or loss of seniority rights or other benefits, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 72 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to a lack of available employees.

10.2 This Bargaining Unit shall receive sixty (60) paid hours per year for Union business. These hours may be used by any member of the Bargaining Unit in conduction of Union business, education or training. The sixty (60) hours Union business is separate and apart from time allowed in the Grievance Procedure and other rights contained in the Agreement. The Union will notify the City at least seven (7) calendar days in advance of the names of the employees who have been appointed to such Union business and the department head will approve such time in writing as soon as possible.

Effective July 1, 2008  
3.0%

ARTICLE 11

Limitation of Authority and Liability

11.1 No employee, Union member, or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or interference of the operations and services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations during the life of this Agreement.

11.2 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge after 24 hours) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement.

11.3 The committee men and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, other than informational picketing, or work interference of any kind.

11.4 The City for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of a strike.

ARTICLE 12

Interference With Work

12.1 The Union agrees to refrain from engaging in any strike, work stoppage, deliberate slow-down or interference of any operation of the City during the terms of this Agreement.

12.2 The City will not lockout any employee during the terms of this Agreement. If any employee is unable to work because equipment or facilities are not available to him such inability to work shall not be deemed a lockout under the provisions of this section, and the employee will suffer no loss of wages or benefits unless formally laid off because of such inability to work. Any alleged violation of the interference with work article will be subject to an immediate hearing of the Grievance Panel, Step 3 of the Grievance Procedure.

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	34,819	39,089	43,338	43,846	44,328	44,919	0	0	0
hourly	16,740	18,793	20,836	21,080	21,312	21,596	0.000	0.000	0.000
bi-weekly	1339.20	1503.44	1666.88	1686.40	1704.96	1727.68	0.00	0.00	0.00
(Post 7/1/84 hires)									
<b>Clerk/Dispatcher</b>									
Annual	27,532	28,219	28,928	29,650	30,390	31,156	31,932	32,726	33,550
hourly	13,237	13,567	13,908	14,255	14,611	14,979	15,352	15,734	16,130
bi-weekly	1058.96	1085.36	1112.64	1140.40	1168.88	1198.32	1228.16	1258.72	1290.40
Annual	34,390	35,243	36,127	37,026	37,953	38,908	39,877	41,356	0
hourly	16,534	16,944	17,369	17,801	18,247	18,706	19,172	19,883	0.000
bi-weekly	1322.72	1355.52	1389.52	1424.08	1459.76	1496.48	1533.76	1590.64	0.00
<b>Laborer</b>									
Annual	29,735	32,065	34,396	36,728	39,060	41,385	43,711	46,047	48,376
hourly	14,296	15,416	16,537	17,658	18,779	19,897	21,015	22,138	23,258
bi-weekly	1143.68	1233.28	1322.96	1412.64	1502.32	1591.76	1681.20	1771.04	1860.64
Annual	50,706	0	0	0	0	0	0	0	0
hourly	24,378	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
bi-weekly	1950.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	41,115	45,354	49,593	50,232	50,901	51,650	0	0	0
hourly	19,767	21,805	23,843	24,150	24,472	24,832	0.000	0.000	0.000
bi-weekly	1581.36	1744.40	1907.44	1932.00	1957.76	1986.56	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	41,587	45,830	50,065	50,706	51,498	52,205	0	0	0
hourly	19,994	22,034	24,070	24,378	24,759	25,099	0.000	0.000	0.000
bi-weekly	1599.52	1762.72	1925.60	1950.24	1980.72	2007.92	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	41,587	45,830	50,065	50,706	51,498	53,231	0	0	0
hourly	19,994	22,034	24,070	24,378	24,759	25,592	0.000	0.000	0.000
bi-weekly	1599.52	1762.72	1925.60	1950.24	1980.72	2047.36	0.00	0.00	0.00
<b>Equipment Operator B Traffic Sign Worker Sewer Serv. Clean. Inspector Water Service Worker</b>									
Annual	43,576	47,819	52,058	52,802	53,549	54,387	0	0	0
hourly	20,950	22,990	25,028	25,386	25,745	26,148	0.000	0.000	0.000
bi-weekly	1676.00	1839.20	2002.24	2030.88	2059.60	2091.84	0.00	0.00	0.00
<b>Plant Oper. Mechanic</b>									
Annual	44,281	48,526	52,761	53,549	53,874	55,061	0	0	0
hourly	21,289	23,330	25,366	25,745	25,901	26,472	0.000	0.000	0.000
bi-weekly	1703.12	1866.40	2029.28	2059.60	2072.08	2117.76	0.00	0.00	0.00
<b>Equipment Operator A</b>									
Annual	46,344	50,620	54,866	55,660	56,484	57,320	0	0	0
hourly	22,281	24,337	26,378	26,760	27,156	27,558	0.000	0.000	0.000
bi-weekly	1782.48	1946.96	2110.24	2140.80	2172.48	2204.64	0.00	0.00	0.00
<b>Mechanic</b>									
Annual	44,281	48,526	52,761	53,549	53,874	55,061	55,660	56,484	57,320
hourly	21,289	23,330	25,366	25,745	25,901	26,472	26,760	27,156	27,558
bi-weekly	1703.12	1866.40	2029.28	2059.60	2072.08	2117.76	2140.80	2172.48	2204.64



Effective July 1, 2007  
3.5%

City of Sterling Heights/Teamsters Local 214 DPW Field Unit  
July 1, 2007 – June 30, 2012

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	33,804	37,951	42,076	42,569	43,037	43,611	0	0	0
hourly	16,252	18,246	20,229	20,466	20,691	20,967	0.000	0.000	0.000
bi-weekly	1300.16	1459.68	1618.32	1637.28	1655.28	1677.36	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	26,730	27,397	28,086	28,787	29,504	30,249	31,002	31,774	32,572
hourly	12,851	13,172	13,503	13,840	14,185	14,543	14,905	15,276	15,660
bi-weekly	1028.08	1053.76	1080.24	1107.20	1134.80	1163.44	1192.40	1222.08	1252.80
Annual	33,388	34,216	35,075	35,948	36,849	37,774	38,717	40,152	0
hourly	16,052	16,450	16,863	17,283	17,716	18,161	18,614	19,304	0.000
bi-weekly	1284.16	1316.00	1349.04	1382.64	1417.28	1452.88	1489.12	1544.32	0.00
<b>Laborer</b>									
Annual	28,870	31,131	33,394	35,659	37,922	40,179	42,438	44,705	46,968
hourly	13,880	14,967	16,055	17,144	18,232	19,317	20,403	21,493	22,581
bi-weekly	1110.40	1197.36	1284.40	1371.52	1458.56	1545.36	1632.24	1719.44	1806.48
Annual	49,229	0	0	0	0	0	0	0	0
hourly	23,668	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
bi-weekly	1893.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	39,917	44,033	48,149	48,769	49,418	50,146	0	0	0
hourly	19,191	21,170	23,149	23,447	23,759	24,109	0.000	0.000	0.000
bi-weekly	1535.28	1693.60	1851.92	1875.76	1900.72	1928.72	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	40,376	44,495	48,607	49,229	49,999	50,685	0	0	0
hourly	19,412	21,392	23,369	23,668	24,038	24,368	0.000	0.000	0.000
bi-weekly	1552.96	1711.36	1869.52	1893.44	1923.04	1949.44	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	40,376	44,495	48,607	49,229	49,999	51,681	0	0	0
hourly	19,412	21,392	23,369	23,668	24,038	24,847	0.000	0.000	0.000
bi-weekly	1552.96	1711.36	1869.52	1893.44	1923.04	1987.76	0.00	0.00	0.00
<b>Equipment Operator B Traffic Sign Worker Sewer Serv. Clean. Inspector Water Service Worker</b>									
Annual	42,307	46,425	50,541	51,265	51,989	52,802	0	0	0
hourly	20,340	22,320	24,299	24,647	24,995	25,386	0.000	0.000	0.000
bi-weekly	1627.20	1785.60	1943.92	1971.76	1999.60	2030.88	0.00	0.00	0.00
<b>Plant Oper. Mechanic</b>									
Annual	42,991	47,112	51,224	51,989	52,305	53,458	0	0	0
hourly	20,669	22,650	24,627	24,995	25,147	25,701	0.000	0.000	0.000
bi-weekly	1653.52	1812.00	1970.16	1999.60	2011.76	2056.08	0.00	0.00	0.00
<b>Equipment Operator A</b>									
Annual	44,994	49,146	53,268	54,040	54,839	55,650	0	0	0
hourly	21,632	23,628	25,610	25,981	26,365	26,755	0.000	0.000	0.000
bi-weekly	1730.56	1890.24	2048.80	2078.48	2109.20	2140.40	0.00	0.00	0.00
<b>Mechanic</b>									
Annual	42,991	47,112	51,224	51,989	52,305	53,458	54,040	54,839	55,650
hourly	20,669	22,650	24,627	24,995	25,147	25,701	25,981	26,365	26,755
bi-weekly	1653.52	1812.00	1970.16	1999.60	2011.76	2056.08	2078.48	2109.20	2140.40

ARTICLE 13

Equipment, Accidents, And Reports

13.1 Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

13.2 It is the duty of the employee and he shall immediately or before the end of his shift report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer immediately.

ARTICLE 14

Safety Committee

14.1 The Employer shall consider the personal safety of the employees in establishing operational procedures.

14.2 A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

14.3 When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for immediate consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the supervisor.

ARTICLE 15

Military Service

15.1 Any employee on the seniority list inducted into military, naval, marine or air service, under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

A. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of city service.

B. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

C. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE 16

Management Rights

16.1 The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of foregoing the right to:

A. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.

ARTICLE 35

Termination of Agreement

35.1 THIS AGREEMENT shall be in full force and effect from to and including June 30, 2012, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate, amend or revise the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

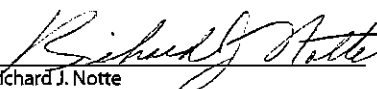
35.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to expiration, or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

35.3 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 forty-five (45) days before the expiration date or amendment date of this Agreement.


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


CITY OF STERLING HEIGHTS

DEPARTMENT OF PUBLIC WORKS, FIELD UNIT, TEAMSTERS LOCAL 214

  
Richard J. Notte  
Mayor

  
Michael Landsiedel  
Business Representative

  
Walter C. Blessed  
City Clerk

  
Jeffrey Lucas  
Chief Steward

Date: 6-10-08

F. In the event that an employee terminates himself as an employee of the City within a two year period subsequent to completion of the end of the semester, he will be under an obligation to reimburse the City for all costs relating to the Education Reimbursement Program. In effect, the employee is under a two year obligation or commitment to the City after completion of course work for the reimbursement under the educational program. If these standards are not complied with, reimbursement to the City will be due for that portion that corresponds to the two (2) years. Example: An employee receives an education aid reimbursement check on December 15, 2000 (for fall semester 2000). If he/she leaves city employment prior to December 16, 2002, the amount paid on December 15, 2000 must be reimbursed to the City.

G. Employees must submit an official school transcript showing a final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.

H. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.

I. Expenses such as student fees, matriculation fees, lab fees, parking, and mileage, shall not be part of the Educational Assistance Program.

#### ARTICLE 33

##### Administrative Obligation

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

#### ARTICLE 34

##### Separability and Savings Clause

34.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

34.2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

C. Sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.

D. Determine the number, location, and type of facilities and installations.

E. Determine the size of the work force and increase or decrease its size.

F. Hire, assign and lay off employees to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day.

G. Permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency.

H. Direct the work force, assign work and determine the number of employees assigned to operations.

I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification.

J. Determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours to be worked.

K. Establish work schedules.

L. Discipline and discharge employees for cause.

M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.

N. Transfer, promote and demote employees from one classification, department or shift to another.

O. Select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work subject to the terms of this Agreement.

ARTICLE 17

General

17.1 Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union, and/or representative of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

17.2 The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

17.3 The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

17.4 Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

17.5 The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Official Union notices are to be posted and must have the signatures of the Union Business Representative or the Shop Steward.

17.6 When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance per mile equal to the Internal Revenue Service recognized reimbursement. The Employer will provide transportation wherever possible.

17.7 An employee when temporarily assigned to work in a position in a higher classification shall receive the rate of pay of the higher classification at the appropriate comparable step. If the Employer decides to make out-of-class assignments at the beginning of the normal work shift for those positions where the job responsibilities and duties are within the physical D.P.W. Facility, the next lower class position within the division shall first be assigned any out-of-class opportunity before proceeding to a lower class position.

17.8 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

17.9 When the City introduces a new piece of equipment, it shall set a rate of pay and shall notify the Union of the introduction of the equipment and the new rate of pay. During the first thirty (30) days after the notification to the Union, it shall have the right to initiate negotiations in respect to such rate of pay. If no such request is filed within the thirty (30) day period, the rate of pay will continue as established by the City.

31.14 Effective July 1, 2007, the City will contribute \$800 annually to each employee's established deferred compensation account. This payment will be prorated throughout the year and deposited in the employee's account with their bi-weekly pay.

ARTICLE 32

Educational Assistance

32.1 The Educational Reimbursement Program is offered to encourage employees to improve their present job skills, thereby increasing their productive value to the City. Such a program will also assure the establishment of a quality work force, assisting employees in preparing for future advancement within the City.

32.2 The scope of the program does not include special seminars, or "short courses" of a few days' duration which will continue to be considered on an individual and departmental training basis as in-service training.

32.3 The following provisions are established to govern the administration of the City's Educational Assistance Program.

A. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.

B. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with Section E of this Article.

C. Applications are to be submitted for approval by the department head and Human Resources Director in advance of beginning the course and only for course work directly related to the employee's present job or directly related to a promotional position. A nexus between the employee's present job or promotional position and the courses undertaken must be established for consideration.

D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.

E. There shall be a 75% reimbursement for tuition and required textbooks to a maximum of \$2,000/year for undergraduate courses and \$3,000/year for graduate courses based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".

B. A member who elects this option must make written application to the General Employees Retirement System Pension Board no later than 120 days prior to the effective date of their retirement.

C. The Pension Board shall issue the member's retirement. The 120 day notice may be waived at the sole discretion of the Pension Board; however, under no circumstances can it be increased.

D. The parties agree that the Merrill Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have their annual pension reduced accordingly as determined by the Pension Board.

E. Employee contributions for prior municipal and military service buybacks are not included in an annuity withdrawal.

F. Duty disabled retirees shall be allowed the option to take their annuity withdrawal under this section at the time of their duty disability retirement rather than at the time of conversion to a regular service retirement.

31.12 All employees hired by the City after the signing date of this Agreement who become members of the bargaining unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the City Code, as amended; provided, however, an employee of the City participating in the pension plan provided under the terms of Chapter 19 of the City Charter and the applicable sections of Chapter 41 of the City Code, as amended at the time of becoming a member of this bargaining unit shall continue such participation in accordance with the provisions of Article 31.1 of this Agreement. Defined contribution plan benefits shall be in lieu of all defined benefit pension entitlements provided in the City Charter or Article II of Chapter 41 of the City Code as amended.

An employee's contribution shall be a minimum of five percent (5%) of gross earnings up to the maximum allowable voluntary contribution under the Internal Revenue Code and regulations. The City's contribution shall be seven percent (7%) of base salary. Members shall vest after five (5) years.

All employees as of the signing of this Agreement who transferred from a bargaining unit who had the defined contribution pension plan will have the option to continue in the defined contribution plan or convert to the defined benefit plan. An employee exercising this option shall have forty-five (45) days from the signing of this Agreement to notify the City of the election to convert and thirty (30) days after notification of the election to pay into the General Employees Retirement System the conversion amount determined by the City's actuaries. Once the selection is made, it will be final.

31.13 Bargaining unit members who retire after January 1, 2004 shall be provided \$10,000 worth of term life insurance until age 70. The premium for said policy shall be paid by the City. The City provides no guarantees or assurances regarding coverages under any policy provided by this Article.

17.10 Suitable shirts, pants, raincoats, hats, boots, gloves will be furnished as well as suitable safety equipment as needed by employees. Lockers and wash-up equipment will be furnished.

Employees shall be eligible for up to \$300 reimbursement per fiscal year for additional work clothing purchases of City approved jackets, coats, shirts, work boots, carhart style outerwear and uniform shorts. To obtain reimbursement, employee must present clothing and original receipts. The Public Works Director will approve or disapprove reimbursement in his sole discretion, subject to appeal to the City Manager.

17.11 The City shall be entitled to rely on the address and telephone number shown on its records for all purposes. Employees are required to fill out a Change of Address form within three (3) days of changing address or telephone number.

17.12 The City shall have the right to deduct from an employee's paycheck any overpayment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

17.13 Should the City consider contracting work typically performed by classifications within the Bargaining Unit, the Union shall be notified at the same time that potential bidders are notified and allowed to enter bids on the work or project.

17.14 Employees must reside in Macomb County and/or within 20 miles of the City's municipal boundaries within six (6) months from the date of hire.

17.15 The terms and conditions of all insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.

17.16 Members shall receive a copy of this contract as soon as possible after approval by the parties.

17.17 The City will provide a maximum reimbursement of two hundred and fifty dollars (\$250) to all employees in the bargaining unit for hearing evaluations and prescription hearing aid devices. Employee must submit original receipts in order to be reimbursed.

17.18 The City shall provide a maximum reimbursement of One Hundred and Fifty (\$150.00) dollars to those employees who pay for Hepatitis B inoculations. This is payable after employee has completed all three inoculations. Employee must submit original receipts to the City to obtain reimbursement.

17.19 All employees will be allowed to participate in the City's Flexible Spending Program, including dependent care and medical savings accounts in accordance with Federal Laws. Reimbursement to employees shall be made on a monthly basis for all participants.

ARTICLE 18

Commercial Driver's License

18.1 All employees who operate City equipment for which a Commercial Driver's License is required by Federal law, shall as a part of their regular job duties obtain a State of Michigan Commercial Driver's License (CDL). Once they obtain the license, they must maintain this certification while employed. The City shall pay the initial and renewal licensing fees including upgrades, but the City will not pay licensing fees for any additional testing should an employee fail the initial examination process. Employees will be allowed to renew their CDL licenses on their lunch hour and if there is a wait at the Secretary of State's office they will not be docked for being late.

18.2 Those who do not obtain or maintain the license while employed in a position requiring a CDL, shall be demoted to the position of Laborer and shall remain ineligible for any promotional opportunity or overtime that requires the license until such time that they obtain their CDL. All employees in job classifications that do not require the CDL as a job requirement, must obtain the certification to be eligible for any overtime which requires operating vehicles where a CDL is required.

18.3 All new employees in the Bargaining Unit must have a CDL at the time of appointment and maintain it as a condition of continued employment. All employees hired after January 1, 1991 must maintain a CDL as a condition of employment. The City will follow all State and Federal laws to provide reasonable accommodations for those employees who lose their CDL as a result of a medical condition.

18.4 Effective with ratification of the Agreement, a CDL "A" endorsement will be required for promotion to the following positions: Equipment Operator, Parks & Grounds Maintenance Worker, Sewer Service Worker (Maintenance), and Sewer Service Worker (Clean). A one-time \$500 bonus will be paid to those employees who previously received and maintain the "A" endorsement and to those who achieve and maintain the endorsement in the future. This payment shall be paid with the first pay of December following receipt of such endorsement.

excluding allowances and reimbursements and shall include income paid into any deferred compensation plan. Pension shall be vested after ten (10) years of service. Effective with the signing of this Agreement, the requirements to qualify for a service retirement for employees in this bargaining unit shall be years of service plus age totaling seventy-five (75) or more or a minimum of ten (10) years of completed service and age 60. These requirements shall supersede all retirement qualification language in the City Charter and Pension Ordinance, except those dealing with duty and non-duty death, deferred or disability retirements. The employees' contribution shall be five (5%) percent on all hours worked and shall be based upon taxable earnings.

No present defined benefit plan participant as of the date of signing this Agreement will be placed into the defined contribution plan for the duration of his or her employment.

The Internal Revenue Service has declared the employees' pension contribution as deferred compensation and, therefore, not subject to withholding taxes.

31.9 Military Service Credit. Effective January 1, 1995, and thereafter, a member shall be given service credit for not more than four (4) years active military service to the United States Government who is employed subsequent to this military service, upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to purchase, up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or locally publicly supported retirement system. Purchase of this time may be accomplished in increments of no less than one year at a time (or fraction of a year if there is less than a year to purchase left).

31.10 A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to one (100%) hundred percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree.

Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employees Retirement System Actuaries.

31.11 Annuity Withdrawal. Members of the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

A. Definition. The annuity withdrawal is the option that allows members to withdraw their accumulated contribution (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

ARTICLE 31

Pension

31.1 A Pension Plan will be provided under the terms of the City Charter and applicable sections of this Agreement.

31.2 Employees covered under this agreement as of the signing of this Agreement and his/her spouse (not dependents) shall, upon retirement, be provided at no cost the same BC/BS Community Blue PPO Plan 10 medical coverage as provided to employees under Article 30.1 of this Agreement. The retiree has the option to choose Health Alliance Plan or BC/BS Traditional coverage, however any additional costs in excess of the base coverage will be paid by the retiree. Contingent upon satisfying all other conditions of this Article, if a retiree remarries following retirement, the new spouse will have health care coverage until the retiree passes away; if an employee marries prior to retirement, the spouse will have health care coverage until he or she passes away.

31.3 Employees hired on and after the signing of this Agreement will be required to pay 50% of the illustrative rate for retiree medical coverage when their age plus service equals 75 upon retirement. Such payment will be invoiced by the City on a monthly basis for the preceding month. If payment is not made by the 15<sup>th</sup> of the month coverage shall be canceled effective the 1<sup>st</sup> of the following month.

31.4 Post Employment Health Plan. Effective with the signing of this Agreement or as soon thereafter as possible, the City will adopt a post-employment health plan allowing employees to accumulate assets to pay for medical expenses in retirement on a tax-free basis. For employees hired after the signing of this Agreement, the Employer will be required to contribute \$1,000 on an annual basis (prorated with each biweekly pay) to this Plan.

31.5 Upon reaching age 65 or eligibility for Medicare, the retired employee/spouse must apply for Medicare coverage. The City will provide complementary coverage with riders to provide a continuation of benefit level. In the event a retired employee obtains employment from an employer who provides hospitalization and medical coverage, they shall not be covered by the City's hospitalization coverage for the duration of said employment.

31.6 For the purpose of this Article, the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement as described in Article 31.8. Employees who retire as a result of duty-connected disability are likewise included.

31.7 In the event of an employee's death who has ten (10) or more years of service, survivor pension benefits will be provided to the deceased employee's survivors in accordance with Section 41-34 of the City of Sterling Heights Code of Ordinances.

31.8 The pension amount receivable shall be two and three tenths (2.3%) percent of Final Average Compensation times years of service. The maximum pension an employee shall receive will be in accordance with Section 41-38 of the Sterling Heights Code of Ordinances. For retirement purposes, the Final Average Compensation shall be based on the best three (3) of the last ten (10) years. Final Average Compensation shall include all taxable income received,

ARTICLE 19

Job Vacancies

19.1 The eligibility list for new hires within the bargaining unit shall be one year.

19.2 It has been agreed that this contract will supersede existing Civil Service rules in all areas except the performance evaluation appeal process. Since members of this Unit shall have no recourse to the prior Civil Service rules, the following shall govern job vacancies, promotions, layoffs and recall.

A. Filling Vacancies

Section 1

a. Upon determination by the Employer that a job vacancy is to be filled within the Bargaining Unit, the Employer will announce and post the classification to be filled for ten (10) working days.

b. The Employer shall list all pertinent information relating to the classification, the main qualifications, rates of pay, etc. To be eligible for consideration for the vacancy, Bargaining Unit employees must:

1. Have completed the initial probationary period.
2. Meet the minimum requirements, including the necessary testing, for the classification.

Section 2

a. Those applicants determined eligible to fill the vacancy may be required by the Employer to pass an examination which may include written, oral, performance tests, ratings of training and experience or any combination of these. The appointing authority may take into consideration such factors as education, experience, aptitude, knowledge, and work record in order to determine the relative fitness of applicants.

b. A passing score must be achieved on each part of the examination to be allowed to proceed to the next part. The minimum passing grade for each part of the examination, as well as for the final grade, shall be expressed on a scale of 70 percent. The final grade shall have one point added for each year of credited city employment seniority.

c. If an oral examination is required, the Oral Examination Board for each vacancy shall be comprised of at least three persons, two of which shall not be employees of the City. The oral examination portion of the final grade shall be an average of all the examiners' scores.

d. The eligibility list for the various classifications shall be comprised of those deemed qualified by virtue of the examination process. Such persons shall rank upon such lists in the order of their relative grades, beginning with the highest at the top, and shall remain thereon for not over two years.

### Section 3

a. The decision of the appointing authority shall be based upon the employee's qualifications, experience, work record, prior education and training and bargaining unit seniority.

b. If at least one person applies and qualifies, he shall be appointed. If more than three qualify, appointment shall be made from the top three.

c. All persons applying for a demotion, lateral transfer or promotion into a vacancy must qualify, as required in Section 2 of this Article.

d. All subsequent openings will be posted in the same manner, except if a new vacancy occurs in the same classification less than six (6) months after the last list was established and at least one eligible remains on the original list, he shall be appointed. If more than six (6) months have passed, a new list shall be established and those eligible remaining shall have the option of being placed on the new list in accordance with their prior score or retaking the examination.

### Section 4

a. The successful employee shall be given a probationary period of ninety (90) days to qualify on the job. City employees promoted from outside the Bargaining Unit shall be given a probationary period of six (6) months to qualify on the job. The Department will assist the employee wherever possible.

b. In the event the employee cannot qualify, or he/she voluntarily decides to withdraw from the new position, the employee shall be returned to their former classification and department within the Bargaining Unit.

### Section 5

a. The employee shall receive the regular rate that provides an increase called for in the new classification.

b. The employee shall carry all bargaining unit seniority rights in the new classification.

30.4 Health Insurance Allowance: The Employer shall provide a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses not to join an Employer-sponsored health care plan (Blue Cross/Blue Shield or Health Maintenance Organization), and whose spouse or parent has coverage provided, shall be paid One Thousand Five Hundred (\$1,500) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been on any Employer-sponsored health care program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.

Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the One Thousand Five Hundred (\$1,500) Dollars annual payment.

30.5 Re-Enrollment Protection: Employees, whose spouse's or parent's health care plans cease to cover the employee, must re-enroll in an Employer-sponsored health care plan. In such cases, the employee shall be allowed to enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carrier's implementation.

30.6 If an employee's spouse works for the Employer, the employee will not be eligible for any medical coverage provided by this agreement, but will instead be provided the health allowance of \$1,500 as outlined in Article 30.4. They shall be entitled to the dental coverage all employees in the Bargaining Unit are provided.

30.7 The City will provide an optical plan to the employee and his or her dependents which includes an annual eye examination and lenses and frames (or equivalent) on a biennial basis. Coverage limits include a \$5.00 co-pay for an eye examination and a combined \$10.00 co-pay for lenses and frames. Contact lenses are covered to a maximum of \$105.00.



ARTICLE 30

Health, Dental, and Optical Coverage

30.1 Base medical and hospitalization benefits will be provided to employees including family coverage at no cost to the employee.

The base coverage shall be the Blue Cross/Blue Shield Community Blue PPO Plan 10. Appendix F titled "Community Blue PPO Benefits-at-a-Glance Plan 10" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums. Employees will have the option of choosing Health Alliance Plan (HAP) as an alternate provider. Any additional costs in excess of the base coverage will be paid by the employee through payroll deduction. The illustrative rates determined by Blue Cross/Blue Shield for the Community Blue PPO Plan 10 shall be the rates used to determine the excess cost an employee will be responsible to pay.

The medical coverage for Health Alliance Plan (HAP) remains the same. However, employees selecting this option will be responsible for co-pays as follows: \$10.00 office visit, \$10.00 urgent care, and \$25.00 emergency room.

For all new employees hired after the signing of this Agreement, the basic medical and hospitalization coverage shall be Blue Cross/Blue Shield Community Blue Plan 7. Appendix G titled "Community Blue PPO Benefits-at-a-Glance Plan 7" is a summary of covered services, including deductibles, co-pays and co-pay dollar maximums. Health Alliance Plan (HAP) will be available as an option as indicated above. Employees electing any option that becomes more expensive than the base coverage will have the difference in illustrative rate or premium deducted from their payroll check on a monthly basis.

Prescription drug coverage will be provided to employees receiving medical and hospitalization coverage. The generic co-pay will be \$5.00 and the brand name co-pay will be \$20.00. The City will carve out the prescription drug benefit from the health plans available under this Agreement to the extent allowed by the health plan offered and place the administration of the benefit with a Pharmacy Benefit Manager (PBM) selected by the City. The City reserves the right to change the PBM with 90 days' written notice.

The City will reimburse employees for the cost of childhood immunizations (to age 16). To obtain reimbursement, all immunizations must be performed at the Macomb County Health Department and employees must present original receipts.

The City has the right to offer cost savings health care alternatives at any time to the union on a voluntary basis.

30.2 The City will provide Blue Cross/Blue Shield 75% dental coverage. This plan or one nearly equivalent as possible shall continue for the life of this agreement. This coverage includes orthodontic services. See Appendix E for coverage description and limits.

30.3 Life insurance will be carried for seniority employees on paid status by the Employer at no cost to the employee. Coverage will be at a level that provides one and one-half (1-1/2) times the employee's annual salary or \$50,000 whichever is greater for life and double indemnity for accidental death and/or dismemberment.

c. An employee in a classification subject to the jurisdiction of this contract, who has been in the past or will in the future be voluntarily promoted to a classification not subject to the jurisdiction of the Union, shall not accumulate Union seniority or be eligible for any overtime in the Bargaining Unit while working in said classification. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of his promotion.

B. Layoffs

Section 1 In the event there is a reduction in personnel, layoffs will be by classification within the Bargaining Unit and the affected department/division.

Section 2 The Employer will notify the Union, in writing, fifteen (15) days prior to the anticipated date of any layoffs within the Bargaining Unit.

Section 3 However, before any regular, full-time employees are laid off, the following is the order in which employees are to be laid off first:

- a. Temporary part-time employees
- b. Temporary full-time employees
- c. Probationary employees

Section 4 Employees to be laid off may exercise their bargaining unit seniority for bumping purposes as follows:

a. Employees faced with layoff who have greater bargaining unit seniority than the least senior employee within the same classification must first bump the least senior employee in the same classification within the Bargaining Unit.

b. If bumping is not possible, as outlined in "a" above, employees faced with layoffs who have greater bargaining unit seniority may bump the least senior employee within another classification with the same or lower hourly rate provided they meet the minimum qualifications and can perform the work.

c. Employees bumping into another classification or another department shall serve a thirty (30) day trial period. If the employee is unsuccessful with this bump, the employee may bump only one more time. If this bump is unsuccessful, the employee will be laid off subject to recall rights. Employees who are unsuccessful in exercising their bumping privileges will be laid off from their original classification.

C. Recall

Section 1 When recalling employees following a layoff or reduction to their former bargaining unit classification and department, the employee with the most bargaining unit seniority who is qualified shall be the first to be recalled.

Section 2 When recalling laid off employees or employees who have successfully exercised their bumping rights, the Human Resources Director will notify the employees by certified mail sent to the employee's last known address.

Section 3

a. Each employee who is recalled shall report to the Human Resources Director in person or by certified mail within five (5) working days after being notified whether or not he/she intends to return to work for the City. If an employee fails to notify the Human Resources Director, as specifically stated herein, the employee shall be considered as having voluntarily quit. Bargaining Unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

b. Bargaining Unit employees having exercised bumping previously shall continue to accrue bargaining unit seniority in their regular classification and not in the classification into which they have bumped unless such transfer becomes permanent.

28.5 No Union employee shall be required to work on Labor Day, except in case of emergency.

28.6 Holidays recognized by Item 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of his supervisor.

ARTICLE 29

Salary and Wages

29.1 The pay ranges and steps are listed in Appendix A. The wage increase reflects a 3.5% increase effective July 1, 2007 and a 3% increase on July 1 each year thereafter of the five (5) year agreement.

29.2 New employees or newly promoted employees will normally start at the first step assigned for the class or at the first step that provides an increase and progress as indicated. New employee's advancement to the next step assigned to the class will be at increments of six (6) months from date of hire. The following allocation listing in no way diminishes Management's right to change duties and responsibilities assigned to positions and therefore cause possible changes in class assignments to positions.

29.3 Those employees assigned as "Leadmen" will receive seventy-five (75¢) cents per hour above the regular pay for his classification. The selection of a leader is at the sole discretion of Management and shall not be a grievable matter under this contract.

ARTICLE 27

Jury Duty and Funeral Leave

27.1 Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his regular pay.

27.2 Funeral Leave. An employee shall be entitled to be paid for up to five (5) calendar days based on the date of death, including scheduled leave days, per funeral, to make preparations for and attend the funeral and burial of, and to take care of matters subsequent to the burial caused by the death of the following members of the employee's family: spouse, parent, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, step-father, step-mother, and any dependent member of the employee's family residing in the employee's household. Employee will not receive pay for any scheduled leave days that fall during a funeral leave.

ARTICLE 28

Holidays

28.1 All full-time regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on a normal eight (8) hour day for said holidays.

Paid holidays are designated as:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day*	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24 <sup>th</sup>
Fourth of July	Christmas Day
Labor Day	December 31 <sup>st</sup>

\* Martin Luther King, Jr. Day shall be taken as a floating holiday to be used by the employee with advanced approval from the supervisor. The floating holiday shall be treated as a vacation or personal day for the purposes of call-in or overtime distribution.

28.2 The employee must work or be on paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.

28.3 Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times normal pay rate plus holiday pay.

28.4 Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

ARTICLE 20

Waiver Clause

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

ARTICLE 21

Wages, Benefits and Other Economic Allowances

21.1 Classes of Positions This Agreement covers all present and future permanent employees in positions listed in the Wage and Salary Schedule (Appendix A). Seasonal Laborers shall be permitted under this contract.

They shall be granted contractual benefits if:

- A. They work more than 30 hours per week, and
- B. They work for a period greater than 26 consecutive weeks

If both of the above requirements are not met, they shall be excluded from all contractual benefits.

21.2 Overtime will not be scheduled for seasonal employees until all full-time laborers have had the opportunity to refuse to work the overtime assignment. Temporary seasonal laborers will be allowed to work casual overtime, i.e., the continuation of the present work shift to a maximum of two (2) hours. This two (2) hour limitation shall not apply to unforeseen circumstances that are not part of the work assignment (e.g., flat tire, mechanical failure, traffic, etc.).

21.3 Further, any new positions established and/or new classes established that are not part of the work assignment during this Agreement falling within the general tasks and duties similar to the positions listed in the Wage and Salary Schedule are to be added to the list.

21.4 Longevity Pay Employees shall receive an annual longevity payment based upon their years of service completed as of July 1, payable July of each year. Effective July 1, 2007, these payments will be based on the following schedule:

	2007
5 years	\$1,400
10 years	\$1,900
15 years	\$2,400
20 years	\$2,900
25 years	\$3,200

Employees retiring, new in the Bargaining Unit, or absent for any reason shall be eligible for a prorated portion of the longevity pay based on the number of months worked.

## ARTICLE 22

### Hours of Work and Overtime

#### 22.1 Hours of Work

A. Five Day Operations The normal work week consists of five days—Monday through Friday. The normal work day consists of eight (8) hours plus a one-half (½) hour unpaid lunch. During the months of June, July, and August, members of this Unit shall work summer hours: 7:00 a.m. to 3:30 p.m. (Exception – Water Division). Subject to the following, the City reserves the right to change for any purpose the normal work week hours. The City will give prior written notice to the Union of any change and, if requested, will meet with the Union to discuss the changes. The City will negotiate with the Union prior to making any change of the first shift starting time if the change results in a starting time earlier than 6:00 a.m. or later than 9:00 a.m.

Employees employed on the second and third shift shall receive, in addition to their regular pay, 20¢ per hour and 25¢ per hour respectively, additional compensation.

1. The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:00 noon.
2. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m.
3. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

B. Seven Day Operations The normal work week consists of five (5) days and the normal work day consists of eight (8) hours plus a one-half (½) hour unpaid lunch. The City will give prior written notice to the Union of any change and, if requested, will meet with the Union to discuss the changes.

25.12 Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

## ARTICLE 26

### Injury or Illness Outside the Scope of Employment

26.1 At no cost to the full-time regular employee, the City shall provide non-duty disability coverage as outlined in Appendix D. Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period of seven (7) days. Vacation time may be approved for utilization upon exhausting the available sick time based upon the sole discretion of the City Manager.

During the first six (6) months of a non-duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance, optical, and dental insurance. Sick leave and vacation leave will be earned only during the first month of non-duty connected disability.

26.2 The City will continue a non-duty disabled employee's health coverage, when they have filed a disputed Worker's Compensation claim, for twelve (12) months or until the disputed claim is decided. Should the injury be determined to be not work related, then arrangements will be made for the employee to pay the cost for those excess months of coverage back to the City.

26.3 If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. Thereafter, employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

26.4 If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at 50%. Accrued vacation and, if appropriate, personal time will be compensated at 100%.

26.5 An employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be a seniority employee. He shall be given consideration for future employment.

25.6 No loss of wages for follow-up medical visits related to on-the-job injuries when said appointments are required by a medical doctor or a doctor of osteopathic medicine; when these visits can only be scheduled during working hours, a maximum of twelve (12) hours will be allowed for follow-up visits.

25.7 An injured employee sent to a medical facility by the employer during their scheduled work shift, who must await such medical treatment beyond their scheduled work shift, shall be paid straight time up to a maximum of two (2) hours for that time seeking medical treatment.

25.8 Subrogation Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

25.9 Prior to the entry of judgment, either the Employer or his insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefor. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

25.10 In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

25.11 In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

Employees employed on the second or third shift shall receive, in addition to their regular pay, 20¢ per hour and 25¢ per hour respectively additional compensation except during snow emergencies.

1. The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:00 noon.
2. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m.
3. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

Employees will celebrate holidays on the actual holiday without regard to celebration by the rest of the City. Holiday pay for a day not worked will not be considered as a day worked for overtime purposes.

C. Relief An employee required to work more than two hours overtime shall be granted a 15 minute coffee break. In the event such overtime is extended into the twelfth hour, the employee will be granted a paid meal period of 30 minutes before the end of the twelfth hour.

D. Coffee Break and Wash up Each employee shall be granted a 15 minute coffee break twice per shift - once during the first half of the shift and once during the second half of the shift, both as scheduled by the supervisor. In addition, each employee shall be granted ten minutes to clean up at the conclusion of each shift.

## 22.2

### Overtime

#### A. Definitions

1. Casual - the continuation of the present work shift.
2. Scheduled - overtime which is worked on holidays or premium days.
3. Call-in - overtime during the regular work week where an employee is called back after his regular shift, but prior to his next shift.

B. Time and one-half will be paid for time worked in excess of eight hours in any continuous 24 hour period beginning with the starting time of the employee's shift, with the exception of call-in which shall be paid at time and one-half.

C. Time and one-half will be paid for time worked on the sixth day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of forty hours during the employee's work week.

D. Double time for time worked on the seventh day of the employee's work week, whether or not the seven days fall in the same work week.

E. Double time for five day employees will be paid for time worked on City designated holidays. Double time for seven day employees will be paid for time worked on the actual holiday without regard to the designated holiday for the five day employees.

F. Employees must have a telephone in their place of residence or a cellular phone on their person in order to be called for overtime.

22.3 Overtime Guarantee

An employee reporting for work on Management's instructions on a holiday or premium day (scheduled overtime) shall be guaranteed four (4) hours pay at the appropriate premium rate.

An employee reporting for work on Management's instructions prior to his next regularly scheduled work shift on a day other than a holiday or premium day (call-in) shall be guaranteed three (3) hours pay at the appropriate rate, provided however, if his regularly scheduled shift commences within three (3) hours of the time he is called in, then he shall be paid at the premium rate only for the time worked before his regularly scheduled shift commences at which time he will then be paid his normal rate of pay. Employee must report within forty-five (45) minutes of call-in or paid from time clocked in; however if called in within one hour of the start of the shift, then employee is paid overtime starting with the time that he punches in.

22.4 Distribution of Overtime

Overtime work will be permitted only when authorized by a supervisor. Bargaining Unit seniority by class within the division shall prevail in the distribution of overtime work, except for casual overtime which is the continuation of the shift. After the end of the shift, the City will call by seniority and class regardless if employee is on sick, personal or vacation leave. The senior employee will be first called and requested to work, and the next senior employee in like manner until a crew is assembled. In the event a crew cannot be assembled after the least senior employee is called, then the least senior employee will be ordered into work and the next senior employee in like manner until a crew is assembled. Employees must report for overtime when ordered into work. If an employee declines to work overtime when requested to work or cannot be contacted on three (3) consecutive occasions, he may be skipped for up to sixty (60) days for overtime consideration.

ARTICLE 25

Injury or Illness Arising out of and in the Course of Employment

25.1 For loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to one full week, five (5) work days, without drawing on his sick leave accumulation for any one injury or illness, but shall not be allowed on re-occurrence of same injury or illness. An employee who continues on Worker's Compensation may be paid the difference between his regular wages and payment under the provisions of the Worker's Compensation Act. At the employee's option, the difference between the regular wages and Worker's Compensation will be offset by a reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation weekly rate. In no case shall an employee be compensated by a combination of Worker's Compensation and pro-rated sick leave which will exceed the standard weekly income. If sick leave accumulation is not available for the supplement to the Worker's Compensation, other available leave may be approved for utilization in the sole discretion of the City Manager.

25.2 During the first eighteen (18) months of a duty-connected disability, the Employer will continue to provide hospitalization insurance, life insurance, optical and dental insurance, at no cost to the employee. Sick leave will be earned only during the first month per Article 24.6.

If an employee is unable to return to work after eighteen (18) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at 50 percent. Accrued vacation and, if appropriate, personal time will be compensated at 100 percent.

If the employee's Worker's Compensation claim is contested, the benefits of Subsection 25.1 will not be operative until the claim is settled and is found to be in favor of the employee. However, during this period, the non-duty disability insurance would be available based upon the terms and conditions of the policy.

25.3 An employee who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.

25.4 Employees, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.

25.5 Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one year shall receive their vacation as though the time was worked.

D. For doctor and dental appointments, employees may utilize sick leave in one hour increments based upon the following criteria: 1) employees must request the leave in advance indicating on the request for leave, the doctor's name and address; 2) the employee will be required to provide the Employer with a receipt from the doctor.

E. Employees who are injured while at work and, as a result of said injury, are required to leave work will suffer no loss of pay for that day. It is the obligation of the employer to provide transportation to a hospital if required or requested by the employee.

24.5 Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

24.6 An employee absent for more than one month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month only.

24.7 Current work day is established to be eight (8) hours for all employees in this Unit. No employee can draw more than the 40 hours of sick leave during a weekly period.

24.8 Employees off sick shall be required to bring in a doctor's slip if the City Manager requests it. The Employer may require an examination of the employee, following an illness or injury, by a doctor of the Employer's choice on city time and city expense.

24.9 The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.

24.10 Upon the employee's death, retirement, or resignation in good standing, the City will pay fifty (50%) percent of the accumulated unused sick leave.

## ARTICLE 23

### Vacation

23.1 All regular full time employees shall be entitled to vacation time with pay under the following schedules:

A. Employees who have completed one (1) year of continuous service shall be granted ten (10) work days vacation without loss of pay.

B. Employees who have completed five (5) to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.

C. Employees who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.

D. Employees who have completed twelve (12) to nineteen (19) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.

E. Employees who have completed twenty (20) to twenty four (24) years of continuous service shall be granted twenty two (22) work days vacation upon completion of each year without loss of pay.

F. Employees who have completed twenty five (25) years of continuous service shall be granted twenty five (25) work days vacation upon completion of each year without loss of pay.

G. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

H. Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.

I. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed or have the option of being paid for up to ten (10) days of unused vacation in excess of thirty (30) days at 100%. Vacations will be based on anniversary date for each employee. For example: An employee who was hired on September 1, 2000, had the 30-day maximum accumulation. On September 1, 2006, this employee would be credited an additional fifteen (15) days vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the fifteen (15) days. Vacation earned during one year would be credited and used during the next year. Vacation time may not be taken in the

same year based upon monthly accrual, except in cases of emergency if approved in writing by the City Manager.

J. In case of retirement, resignation in good standing, or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit, plus a pro-rata share of vacation by month during year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month if separation is at least 15 days past the monthly anniversary date.

K. Vacation shall be year around and can be taken on a per day basis, if approved by the supervisor. In case of illness, said employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

L. Vacation schedules will be worked out as far in advance as possible. Seniority in the department shall be exercised for bids selecting vacations. Vacations, however, will be scheduled by the City so as not to abnormally disrupt the work. To accomplish this and to consider the wishes of senior employees, each year after December 1<sup>st</sup>, each employee shall indicate on a yearly calendar his vacation request no later than April 1<sup>st</sup>. After April 1<sup>st</sup>, all employees who have failed to select their vacation time will take whatever time is available on a first come/first serve basis.

M. Employees absent for more than one (1) month for other than on the Worker's Compensation job disability will not earn vacation pay.

N. The Employer shall as work loads permit, establish by class the available vacation periods for each division.

## ARTICLE 24

### Sick Leave and Personal Time

24.1 All seniority employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days.

Probationary employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. The sick leave shall not be available for use or credited to the sick bank until successful completion of six (6) months of employment.

24.2 At the end of the first bi-weekly pay period in June each year, employees will have 24 hours (if available) converted to personal time from their sick leave bank to be used in the following fiscal year. After the aforementioned conversion employees will have all hours in excess of 56 hours in their sick bank converted to personal time. If the personal time is not used by the end of the first bi-weekly pay period in June of the next year, the employee will receive compensation computed on the basis of fifty percent (50%) of their regular hourly rate.

In the event of resignation in good standing, retirement or death unused personal time shall be compensated at 100 percent (100%) of the regular hourly rate.

24.3 The use of the "personal time" is subject to approval in advance by the Employer but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of one (1) hour or more.

24.4 Accumulated sick leave may be used in the following manner:

A. Acute personal illness or incapacity over which the employee has no reasonable control.

B. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.

C. Should it become necessary for an employee to leave work due to becoming ill, he/she shall notify their immediate supervisor if possible before leaving their place of employment. Employees who lose time because of illness occurring during their regular working hours will only be charged for the time actually not worked. Employees who call in prior to the start of their regular work day because of illness will be charged a minimum of four (4) hours from sick leave provided they have sick leave accumulation. Employees not having any sick leave accumulation will lose a minimum of four (4) hours from an alternate leave bank. If no leave time is available, the employee will lose a minimum of four (4) hours of pay.