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AGREEMENT

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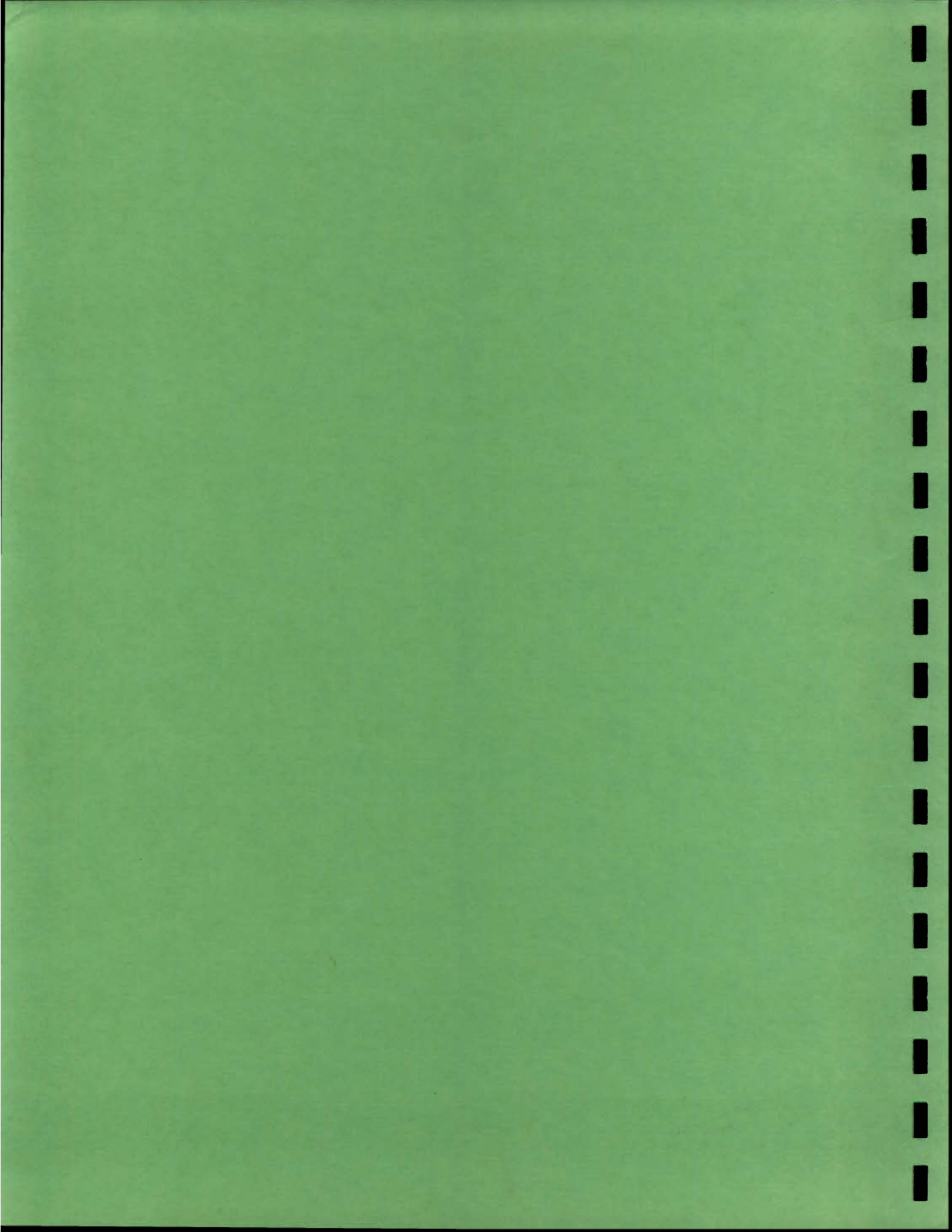
CITY OF SOUTH HAVEN

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
and its LOCAL 214**

South Haven, City of

July 1, 1992 through June 30, 1995



A G R E E M E N T

between

CITY OF SOUTH HAVEN

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
and its LOCAL 214**

July 1, 1992 through June 30, 1995

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A G R E E M E N T

THIS AGREEMENT, made and entered into as of this 1st day of July, 1992, by and between the CITY OF SOUTH HAVEN, hereinafter called the "City," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and its LOCAL NO. 214, together hereinafter called 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 City, the employees and the Union.

RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby agrees to recognize the Teamsters State, County and Municipal Workers, Local No. 214 as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for all the employees employed by the City in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All regular part-time and full time employees of the City of South Haven, BUT EXCLUDING all department heads, administrative, executive and professional employees, fire department employees, police department employees, temporary, seasonal and irregular part-time employees, confidential employees and all supervisors.

Section 1.2. Definitions. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full Time Employee. A full time employee is an employee whose normal schedule of work usually consists of forty (40) hours per week on a continuous basis.

Regular Part-Time Employee. A regular part-time employee is an employee working in a job classified by the City as permanent whose normal schedule of work usually consists of less than forty (40) hours per week on a continuous basis, but generally more than twenty (20) hours per week on a continuous basis.

Irregular Employee. An irregular employee is an employee not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including

temporary, casual or seasonal or an individual working under contract.

Section 1.3. Part-Time and Irregular Employees. The City reserves the right to hire and utilize regular part-time employees, irregular employees and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement, but shall not be utilized so as to cause any employee to be laid off or lose time from their regularly scheduled hours.

Section 1.4. Temporary Funded Employees. All full time or regular part-time employees who are employed by the City under a State or Federal Program or Grant, like C.E.T.A., etc. shall be included within the bargaining unit but notwithstanding any other provision of this Agreement to the contrary, their employment shall be terminated upon the discontinuance or curtailment of such State or Federal Program or the City's nonparticipation therein.

If the City continues the employment of such employee after discontinuance, curtailment or non-participation, then such employee's seniority shall include all continuous service with the employer under such temporary State or Federal program.

MANAGEMENT RIGHTS

Section 2.1. Rights. Except as in this Agreement otherwise specifically and expressly provided, the City retains the sole and exclusive right to manage and operate the City in all its operations and activities. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the rights of the City are those provided by statute or law, and by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off, and recall personnel; to establish reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to

provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. Except as otherwise specified and expressly provided, the City reserves and retains all inherent rights to manage the affairs of the City.

Section 2.2. Rules and Regulations. The Employer reserves the right to establish reasonable work rules and regulations not inconsistent with this Agreement. Upon the establishment of a new or revised work rule or regulation, a copy shall be furnished to the Union Steward. The Union shall have ten (10) days after receipt to file a grievance concerning the reasonableness of such work rule or regulation.

Section 2.3. Disciplinary Action. Except as otherwise provided in this Agreement, discipline or discharge shall be for just cause. The City and the Union subscribe to the basic principles of progressive discipline; however, the City may summarily impose discipline up to and including discharge in severe cases. Grievances concerning suspension or discharge shall be submitted in writing to the City at Step 3 of the Grievance Procedure within three (3) calendar days following issuance of notification of the disciplinary action. The employee shall be promptly advised in writing of the charges that resulted in the suspension or discharge. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the department and the City will make available an area where he may do so before he is required to leave the property of the City. In imposing any discipline on a current charge, the Employer may consider the employee's past record, not to exceed three (3) years prior to the date of the current infraction.

Section 2.4. Subcontracting. In the event that the City determines the need to subcontract work performed by bargaining unit members, the City shall provide the Union with at least thirty (30) days advance notice and will hold a special conference with the Union to discuss the impact of this decision prior to the implementation of any subcontracting decision.

Section 2.5. Personnel Files. The Employer shall maintain a personnel file for each employee. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. Employees will be required to sign any material of a disciplinary nature that is to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request. This review will take place at a time

mutually agreeable to the employee and the Employer, and will be conducted in the presence of their immediate supervisor or designated representative. In the event there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in their personnel file to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration.

UNION SECURITY AND CHECKOFF

Section 3.1. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

Section 3.2. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.1 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's normal six (6) month probationary period, whichever is later. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the City in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of Section 2.4. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.3. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 2.2 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the City of the Union's intent to require enforcement of Section 2.3. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The City shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the City. An employee who has not paid, tendered payment or made

arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of notification from the City shall be terminated; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination.

Section 3.4. Checkoff.

(a) During the term of this Agreement, the City agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(d) The Union shall notify the City in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

(e) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(f) The City's sole obligation under this Section is limited to the deduction of service fees and, where applicable Union membership dues and initiation fees. If the City fails to deduct

such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.5. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of action taken by the City pursuant to Sections 2.2, 2.3 and/or 2.4.

UNION REPRESENTATION

Section 4.1. Representation. The City agrees to recognize one (1) steward selected or elected from employees in the department or areas for which they shall serve as indicated herein. The City also shall recognize one (1) alternate who shall serve in the absence of the regular steward. One of the four (4) stewards shall also serve as a chief steward who shall receive official communications from the City. Stewards shall have the responsibility to process grievances in accordance with the grievance procedure established in this Agreement. Stewards as a committee shall serve as a collective bargaining committee to meet with the City for the purposes of negotiating modifications to this Agreement. Recognition shall be granted upon written notification from the Union.

<u>Area of Responsibility</u>	<u>No. of Stewards</u>
Water and Wastewater Dept.	1
City Hall Clerical	1
Streets, Parks & Cemetery Depts.	1
Electrical, Water Distribution, and Sanitary Sewers	1

Section 4.2. Reporting. When it is necessary for a steward to be relieved from duty for the purpose of processing a grievance or to meet with representatives of the City, the steward shall obtain permission from his immediate supervisor and shall report back to his immediate supervisor when returning to work. If it is impractical for the steward to be relieved when requested, he shall be relieved as early as it is reasonably possible. Emergency services shall take precedence over grievance administration.

Section 4.3. Access. Authorized representatives of the Union shall be permitted to visit the operations of the City for purposes of contract administration. The Union agrees that such Union representatives shall first announce themselves to the City Manager or his designee and further agrees that such visits shall not unduly interfere with the operations of the City and the work being performed by its employees.

Section 4.4. Special Conferences.

(a) Special conferences for important matters may be arranged between the Union and the City or its designated representative upon mutual agreement by both parties. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time mutually agreed by both parties.

(b) The Union representatives may meet at a place designated by the City on the City's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the City for which a written request has been made.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

Section 5.2. Grievance Procedure. All grievances shall be handled in the following manner:

STEP 1. INFORMAL. An employee with a complaint shall notify his immediate supervisor (Group Manager where there is no immediate supervisor) within three (3) working days after the occurrence of the events, giving rise to the complaint or his first knowledge thereof. The complaint shall be discussed informally between the employee and his immediate supervisor. At the request of the employee, the area steward shall also be present. Every effort shall be made to settle the complaint in this manner.

FORMAL. If the complaint is not settled informally, the complaint shall be reduced to a formal grievance by completing a grievance form listing the section of the Agreement allegedly violated and signed by the grievant. It shall be submitted to the immediate supervisor promptly but not later than five (5) working days after the occurrence of the events giving rise to the complaint or his first knowledge thereof. The immediate supervisor shall place his written answer on the grievance form and return it to the grievant within five (5) working days after its receipt.

STEP 2. If the disposition of the immediate supervisor is not satisfactory, the grievance may be appealed to the Group Manager (or the City Manager if the Group Manager is the

immediate supervisor), by submitting the written grievance to him within five (5) working days following written receipt of the immediate supervisor's answer in Step 1. Within ten (10) working days after receipt of the grievance, the Group Manager, steward (and the Chief Steward if the grievance is before the City Manager) shall meet to discuss the grievance. (The City Manager may designate a representative and the Union may have a staff representative or Business Agent present if the grievance is before the City Manager.) The Group Manager shall place his disposition on the grievance form and return it to the steward within ten (10) working days following the meeting.

STEP 3. If the disposition of the Group Manager is not satisfactory, the grievance may be appealed to the City Manager by submitting the written grievance to him within five (5) working days following receipt of the Group Manager's written disposition. Upon appeal to the City Manager, the grievance shall be processed in the same manner and time as provided in Step 2. The City Manager shall place his disposition on the grievance form and return it to the Chief Steward within ten (10) working days following the meeting. If the grievance is not satisfactorily resolved and if arbitrable, it may be submitted to arbitration by the Teamsters Local 214 Grievance Panel in accordance with the procedures established in this Agreement.

Section 5.3. Grievance Settlements. All grievance settlements shall be reduced to writing and approved by the City Manager before they shall become final.

Section 5.4. Grievance Form. The grievance form shall be mutually agreed upon.

Section 5.5. Time Limitation. The time limits established in the grievance and arbitration procedure shall be followed by the parties hereto. If the time limitation procedure is not followed by the Union, the grievance shall be considered settled in accordance with the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 5.6. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

Section 5.7. Arbitration Request. The Teamsters Local 214 Grievance Panel may request arbitration of any unresolved grievance which is arbitrable by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager within twenty (20) working days following receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Teamsters Local 214 Grievance Panel may request arbitration by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager not later than twenty (20) working days following the date the City Manager's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Teamsters Local 214 Grievance Panel does not request arbitration in the matter or within the time limits established herein, the grievance shall be considered settled on the basis of the last written disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 5.8. Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select by mutual agreement one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the City, Union and employees, provided however, each party reserves the right to challenge the award of the arbitrator in a Court of competent jurisdiction if the arbitrator has exceeded his jurisdiction. The fees and expenses of the arbitrator shall be paid equally by the Union and the City.

Section 5.9. Arbitrator's Jurisdiction. The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. As generalized in the Management Rights clause hereunder, the parties acknowledge that the City retains all rights not otherwise abrogated under the express terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning only the express provisions of this Agreement. Any awards of the arbitrator shall be retroactive no earlier than the date the grievance was first submitted and shall be final and binding.

Section 5.10. Lost Time. Employees shall be compensated at their regular rate of pay for all time lost from their regular straight time schedule due to the processing of grievances in accordance with the grievance procedure established herein or for meetings with the City. The Union agrees that this privilege shall not be abused. If an employee is abusing this privilege, the City reserves the right to deduct the time lost from work, provided however, that such deduction shall not occur until the City first notifies the Union of the abuse and the abuse is not corrected promptly.

Section 5.11. Veterans' Preference Claims. Any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

SENIORITY

Section 6.1. Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service with the City since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which they commenced work for the City in a position within the bargaining unit covered by this Agreement. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who complete their probationary period on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 6.2. Probationary Period. All employees shall be considered to be on probation for the first six (6) months of employment by the City in a position with the bargaining unit covered by this Agreement. Until an employee has completed the probationary period, they may be disciplined, terminated or discharged at the City's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement. The probationary period may be extended by the City for up to an additional three (3) months with the prior written consent of the Union.

Section 6.3. Seniority List. The seniority list on the date of this Agreement will show the names and job titles of all employees

of the unit entitled to seniority. The City will keep the seniority list up to date from time to time and will provide the Local Union Membership with up-to-date copies at least once a year.

Section 6.4. Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate for any of the following reasons:

- (a) If the employee quits or retires;
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement;
- (c) If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the City;
- (d) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the City;
- (e) If the employee is on layoff status for a period of eighteen (18) consecutive months or the length of his seniority, whichever is lesser;
- (f) If the employee is on a disability leave for a period of twelve (12) consecutive months or on a workers' compensation leave of absence for a period of eighteen (18) consecutive months or the length of the employee's seniority at the time of the disability or workers' compensation leave, whichever is lesser.
- (g) If the employee makes an intentionally false and material statement on his employment application or on an application for a leave of absence;
- (h) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason satisfactory to the City.
- (i) If the employee works for any other employer while on an authorized leave of absence.

Section 6.5. Seniority While on Leave of Absence. Employees on City-approved paid leaves of absence shall continue to accrue seniority during the period of their leave of absence. Employees on City-approved unpaid leaves of absence shall continue to accumulate seniority for a period of up to thirty (30) days.

Employees on City-approved unpaid leaves longer than thirty (30) days shall retain their seniority, but shall not accumulate any additional seniority during the remainder of their leave of absence. The provisions of this Section do not apply to a military training or emergency duty leave of absence or to a worker's compensation leave of absence.

Section 6.6. Seniority After Promotion to Non-bargaining Unit Position. An employee who is promoted to a non-bargaining unit position shall retain all accrued seniority and shall continue to accumulate seniority for a period of one (1) year. During this one (1) year period, an employee who voluntarily requests a demotion or is demoted or laid-off by the City shall be returned to their former position. An employee who is promoted to a non-bargaining unit position shall retain all accrued seniority, but shall accumulate no further seniority after the end of this one (1) year period. In the event that the City determines to return to the bargaining unit an employee who has been promoted to a non-bargaining unit position after the end of the one (1) year period, the employee's seniority shall recommence as of the date the employee returns to the bargaining unit, but such employee shall not be returned to the bargaining unit unless a position within the bargaining unit for which they are qualified is currently vacant.

Section 6.7. Seniority While On Temporary Transfer Outside of the Bargaining Unit. An employee who is temporarily transferred by the City to a non-bargaining unit position within the City shall continue to accumulate seniority during the entire period of the temporary transfer.

Section 6.8. Superseniority. The duly elected stewards in each department shall be considered as being the most senior member of their respective departments for purposes of the layoff procedure of this Agreement; provided, however, that any steward who exercises displacement rights outside of the department they are elected to represent shall do so based upon their actual seniority.

LAYOFF AND RECALL

Section 7.1. Layoff. When it is determined by the City that the workforce in a department or departments is to be reduced, the City shall layoff all part-time and irregular employees in the department concerned before any full-time employee is laid off. The next employee or employees to be laid off shall be full time employees from the affected classification by inverse order of seniority, provided that the senior employee has the necessary experience, training, ability and qualifications to perform the remaining required work. The City shall not utilize any part-time or irregular employees in any department while a full-time employee with seniority is on layoff from that department. For the purpose

of this section, the Streets, Parks, Cemetery and Water/Sewer Distribution Departments shall be considered to be one department.

Section 7.2. Displacement Rights. An employee with seniority who is to be laid off pursuant to Section 7.1 may displace the least senior employee in another job classification as long as the employee has greater seniority than the displaced employee and presently has the necessary ability, skill, qualification and licenses or certification to perform the work in the other job classification in an effective and efficient manner. An employee desiring to exercise displacement rights must do so within three (3) work days of notification of their layoff and may only exercise displacement rights in another department if there is no position within their present department to which they have displacement rights or if the position in another department pays a higher rate than a position within their present department. The City reserves the right to layoff an employee who displaces another employee pursuant to this section if the City determines that the employee is unable to perform the work in the new classification in an effective and efficient manner within five (5) working days after the employee commences work in the new job classification. In the event that the City disqualifies an employee exercising displacement rights, a special conference shall be held upon the request of the Union, but the City's disqualification decision shall not be arbitrable.

Section 7.3. Recall. When it is determined by the City to increase the work force in a job classification after a layoff, employees with seniority previously laid off from that classification will be recalled in inverse order of layoff, provided, the employee has the experience, training and skill to perform the required work.

Section 7.4. Recall Procedure. When employees are to be recalled from indefinite layoff, the following procedures shall be followed:

(a) The City may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the City determines not to use telephone contact, the City shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the City of their intent to accept or decline the recall to work within forty-eight (48) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit,

unless the employee's failure to respond by the required date is for a reason satisfactory to the City.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within forty-eight (48) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the City.

Section 7.5. Address and Telephone Numbers. It shall be the responsibility of each employee to notify the City, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the City's records shall be conclusive.

JOB TRANSFERS

Section 8.1. Permanent Job Transfers. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive calendar days. The City shall determine in its sole discretion whether a permanent job or vacancy exists and whether it is to be filled. When the City determines to fill a permanent job or vacancy in the bargaining unit, notification of the vacancy shall be placed on a bulletin board for a period of five (5) working days. For purposes of this Section only, the five (5) working day requirement will be satisfied if the notice is posted prior to 12:00 Noon on the first workday and remains posted for four (4) successive workdays. Employees wishing to be considered for the permanent job or vacancy shall make application to the City Manager. The City will evaluate the qualifications of bargaining unit employees who apply for the position as well as the qualifications of those individuals not in the bargaining unit who apply for the position before selecting the individual, if any, who shall be hired or transferred to fill the permanent job or vacancy. The City may require an applicant to take a written employment test, the results of which may be considered when filling the vacancy. In the event that the City determines that the qualification of applicants who meet the minimum qualifications for the permanent job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position; provided, however, that preference shall be given first to applicants from within the department in which the vacancy exists.

Employees who are transferred to fill a permanent job or vacancy under this Section shall be required to serve a

probationary period of up to three (3) calendar months in their new position to determine that they have the ability and skill to perform all the requirements of the position. At any time during this probationary period, the City, in its discretion, may disqualify an employee and remove the employee from the new classification. An employee disqualified from any new classification by the City shall be returned to their former position.

Temporary jobs or vacancies, including vacancies occasioned by leaves of absence or vacations shall not be posted for bid under this section.

Section 8.2. Temporary Transfers. The City reserves the right to temporarily transfer an employee to assist in the required work of the City. An employee so transferred shall continue to receive his regular rate of pay, provided however, if the employee works in the transferred classification for more than eight (8) consecutive hours, he shall receive the higher rate commencing with the start of that day and continuing as long as he continues to work continuously in the transferred classification.

NO STRIKE - NO LOCKOUT

Section 9.1. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the City's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited, to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the City's buildings, offices or premises, or in any picketing whatsoever to publicize a dispute with the City.

Section 9.2. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 9.1 shall be subject to discipline by the City, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section 9.1. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 9.1 shall be limited solely to the question of whether the

employee or employees did in fact engage in an activity prohibited by Section 9.1.

Section 9.3. Further Sanctions. If Section 9.1 of this Agreement is violated, the City shall have the right, in addition to any action taken pursuant to Section 9.2, to any other legal remedies the City may possess, including injunctive relief.

Section 9.4. Affirmative Action. In the event of a work stoppage or other curtailment or interference of work, Union officers shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be discharged, and instruct all such persons to immediately cease the offending conduct. The City shall not be required to negotiate on the merits of the dispute which gave rise to the work stoppage or curtailment or interference with work until all such actions have ceased.

Section 9.5. No Lockout. The City agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slow-down or other interference by employees of another City, such inability to work shall not be declared a lockout, or a slow-down, or stoppage of work by the employees of the Union.

LEAVES OF ABSENCE

Section 10.1. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall be grounds for discipline, up to and including discharge, for an employee to seek or engage in outside employment while on a leave of absence, or to falsify the reason for a leave of absence. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 10.2. Paid Sick Leave. Full time employees covered by this agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave for full time employees will be earned at a rate of eight (8) hours for each month of active service with the City, and for regular part time employees shall equal a pro rata amount of eight (8) hours based upon the ratio of the employee's number of regularly scheduled hours in a week to forty (40). For purposes of this section, an employee has a complete month of active service when they work or receive pay for at least fifteen (15) days during any calendar month, unless an employee has received a disciplinary

suspension of three (3) or more days during that calendar month, in which case the employee must work or receive pay for at least eighteen (18) days during that calendar month.

(b) The employee's sick leave accumulation shall be reduced by one (1) hour for each hour of sick leave taken; provided, however, that in instances when an employee is injured while on duty no time shall be deducted from such leave accumulation for that day.

(c) Employees who have completed their probationary period may utilize accrued paid sick leave when it is established to the City's satisfaction that an employee is incapacitated due to illness or injury. Employees may also utilize up to a maximum of forty eight (48) hours of accrued sick leave each contract year in the event of illness or injury to a member of employee's immediate family that necessitates the presence of the employee at home, subject to the same verification procedures for personal illness or injury; provided, however, that the City may, in its sole discretion, allow an employee to utilize up to one hundred forty-four (144) hours days of accrued sick leave under extreme circumstances. For purposes of this section, a member of the employee's immediate family shall include the employee's spouse, children, and parents if residing with the employee.

(d) The City may require as a condition of any sick leave a physician's certificate setting forth the reasons for the sick leave. All absences of three days or more shall require a physician's certificate setting forth the reasons for the sick leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(e) Unused paid sick leave days may accumulate up to a maximum of four hundred eighty (480) hours, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used; provided, however, that employees hired prior to July 1, 1983 shall be permitted to accumulate a maximum of six hundred (600) hours over their sick leave balance as of July 1, 1983.

(f) Sick leave is a benefit for employees to be used in case of illness or injury. It is not a benefit to be converted into wages. Employees whose employment status with the Employer ends other than by death or retirement shall not be paid for accrued but unused sick leave benefits. On written notice of intent to retire under the Municipal Retirement System at a specified date, the employee may use accumulated sick leave benefits to the extent of fifty percent

(50%) of the accumulated sick leave at the dollar value computed on an annual basis after July 1, 1964. Accumulated sick leave credited to the employee's account prior to June 30 of 1964 will be credited to his account at 100% of the value of such accumulated sick leave computed at the rate of pay in effect as of June 30, 1964. However, upon filing such letter of intent to retire, said employee will not be entitled to re-employment by the City, at the expiration of such accumulated sick leave. In the event of an employee's death, accumulated sick leave will be paid to his estate in the same manner as specified in this section. Payment for the period of sick leave used as herein provided may be paid to the employee at the time and in the manner as if he were working and shall constitute a part of the regular City payroll.

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

Section 10.3. Disability Leave. An unpaid leave of absence for injury, illness, pregnancy or other disability for a period of not more than six (6) months will be granted to employees with seniority upon written application, subject to the City's right to require medical proof. An extension of this leave may be granted by the City, in its sole discretion, upon written application; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination at its cost, and, if appropriate, require the employee to take a leave of absence under this Section; provided, however, that no such disability leave without pay shall be imposed prior to having a special conference with the union. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must

present a physician's certificate establishing to the City's satisfaction that the employee is physically and mentally able to perform the employee's job.

Section 10.4. Unpaid Personal Leave. The City may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed six (6) months. Requests for a personal leave of absence shall be submitted in writing to the Employee's Department Head. All requests shall state the reason for the leave and must be signed by the employee. An extension of personal leave of absence may be granted by the City in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) calendar year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the City Manager.

Section 10.5. Paid Personal Leave. Employees who have completed their probationary period may utilize up to three (3) days of accrued sick leave as paid personal leave days each calendar year. Paid personal leave days may not be taken in increments of less than one-half (1/2) complete day and must be scheduled at least forty-eight (48) hours in advance with the employee's Department Head; provided however that in no event will personal days be allowed to be taken on consecutive working days.

Section 10.6. Bereavement Leave. In the event that a death occurs in an employee's immediate family, an employee shall be granted up to three (3) consecutive days of leave up through the day of the funeral in order to enable the employee to attend the funeral and attend to family matters. "Immediate family" shall mean the employee's spouse, children, mother, father, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Employees who lose work from their regularly scheduled hours while on such leave shall receive pay at their regular rate for all time lost for up to eight (8) hours per day. No bereavement leave will be paid for any day on which a holiday falls, but the paid holiday shall be construed as a paid day in lieu of one of the three (3) bereavement leave days referred to herein. No bereavement leave will be paid to any employee while on vacation, leave of absence, or layoff. In the event that a funeral of a member of the employee's immediate family shall take place outside of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted, charged to the employee's accrued sick leave.

Section 10.7. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of thirty (30) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall

receive the difference between the employee's regular rate of pay for eight (8) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the City, an employee must:

- (a) Be a full time employee;
- (b) Give the City reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after he is excused from jury duty service.

Section 10.8. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. Seniority shall accumulate during a military training or emergency duty leave of absence, the provisions of Section 6.5 notwithstanding. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 10.9. Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than eighteen (18) months will be granted to employees with seniority who are unable to continue to work at the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the City, subject to the City's right to require medical proof. Extension of the leave may be granted by the City, in its sole discretion, upon written application. During the period of a worker's compensation leave of absence, the employee shall receive worker's compensation payments and supplemented payments in accordance with Section 10.2, and shall continue to receive all insurance benefits. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work with the City. In the event that the City determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. An employee on a worker's compensation leave of absence shall continue to accrue seniority, the provisions of Section 6.5 notwithstanding.

HOURS OF EMPLOYMENT AND OVERTIME

Section 11.1. Workweek. Excluding seven (7) day operations, such as Water and Wastewater Treatment (for example), the regular workweek shall be five (5) consecutive days, Monday through Friday. The regular work hours of all City employees shall be determined by each department head and the City Manager. Nothing contained herein shall be construed to constitute or guarantee of any particular number of hours or pay per day or days of work per week. In the event that the City determines to permanently change the regular workweek or regular work hours, at least fourteen (14) days' advance notice of the change will be given to the Union. For purposes of this section, a permanent change is one expected to be in effect more than fourteen (14) days.

Section 11.2. Overtime. Employees will be expected to work reasonable overtime upon request by the City. Employees not on standby will be assigned overtime in accordance with the following:

(a) Scheduled Overtime. Scheduled overtime shall mean all work to be performed outside of a department's regularly scheduled hours, the necessity of which is known to the City at least twenty-four (24) hours in advance. The City shall offer scheduled overtime to volunteers from the classification concerned in accordance with their seniority. In the event that there are no volunteers for any scheduled overtime, then the City will assign the scheduled overtime to the least senior employees in the classification concerned.

(b) Non-Scheduled Overtime. Non-scheduled overtime shall mean all work to be performed outside of a department's regularly scheduled hours, the necessity of which is known to the City less than twenty-four (24) hours in advance. The City will assign non-scheduled overtime to employees in the classification concerned on a rotating basis, or may assign the non-scheduled overtime to volunteers by seniority; provided, however, that the City reserves the right in all cases where work precedes the start of or extends beyond the end of an employee's regularly scheduled shift to assign the non-scheduled overtime to the employee performing that work during the regularly scheduled shift, the provisions of this subsection notwithstanding. For purposes of this subsection, rotating basis shall mean selecting employees for overtime assignment in accordance with the order of least non-voluntary overtime worked in the calendar quarter.

The City reserves the right to require an employee to perform non-voluntary overtime in instances where the employee scheduled to receive non-voluntary overtime is unavailable or in instances where the City determines that an employee's particular skills and/or training are necessary to perform the non-voluntary overtime, the provisions of the foregoing notwithstanding.

Section 11.3. Overtime Premium Pay. Employees shall be paid one and one-half (1-1/2) times their straight time regular hourly rate of pay for all hours worked in excess of eight (8) hours per day. Employees shall be paid one and one-half (1-1/2) times their straight time regular hourly rate of pay for all hours worked in excess of forty (40) hours in one (1) workweek as long as the City is required to do so by state statutes.

Section 11.4. Holiday Premium Pay. Employees shall be paid one and one-half (1-1/2) times their straight time regular rate of pay for all hours worked on holidays recognized under this Agreement.

Section 11.5. Call-in Pay. Employees who are called in to work at times other than their regularly scheduled shift shall be paid for two (2) hours at time and one half (1-1/2) their regular straight time rate or for the time actually worked at the appropriate rate, whichever is greater. The provisions of this section do not apply in instances where the employee is called in to work prior to the start of their regularly scheduled shift and continue to work through the start of their regularly scheduled shift.

Section 11.6. Early Work Pay. Employees who are called in to work more than two hours prior to the start of their regularly scheduled shift and who continue to work through the start of their regularly scheduled shift shall be paid for all hours worked at the appropriate rate, but shall be guaranteed at least ten (10) hours pay at their regular straight time rate of pay. The guarantee provision of this section shall not apply to an individual who is released from work by the City after the completion of eight (8) hours of work at the individual's request.

Section 11.7. Stand-By Pay. The City reserves the right to require employees to standby for calls during evenings and weekends. Employees required to standby for a full week from Monday afternoon through Monday morning shall be paid twelve (12) hours of pay at their straight time regular rate, and employees required to standby for a weekend from Friday afternoon through Monday morning shall be paid six (6) hours of pay at their straight time regular rate. In the event that an employee on standby receives two or more call-ins during a two hour period, the call-ins shall be considered to be one call-in for purposes of Section 11.5. Call-in Pay.

Section 11.8. Duplicate Premium Pay. There shall be no pyramiding or duplication of Overtime Premium Pay, Holiday Premium Pay, Call-in Pay, Standby Pay or Early Work Pay.

HOLIDAYS

Section 12.1. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday (1/2)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 24 (1/2)
Labor Day	Christmas Day
Employee's Birthday	December 31 (1/2)

Section 12.2. Holiday Eligibility. In order to be eligible for holiday pay, an employee must have completed at least sixty (60) days of employment with the City and must satisfy all of the following conditions and qualifications:

(a) The employee must work all scheduled hours on the City's last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless the employee is on an approved paid leave, provided, however, that an employee who requests sick leave on either of the above days must provide a physician's certificate satisfactory to the City to verify the illness, unless such physician's certificate is waived by the City Manager in his discretion.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the City during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report to work shall not receive any holiday pay for such holiday.

Section 12.3. Holiday Celebration. A recognized holiday which falls on a Saturday shall be celebrated on the preceding Friday. A recognized holiday which falls on a Sunday shall be celebrated on the following Monday. The birthday holiday shall be celebrated on the date of the employee's birthday, or with the prior approval of the employee's Department Head may be celebrated within thirty (30) calendar days of the date of the employee's birthday. Employees who work in seven day a week operations shall celebrate all holidays, with the exception of the birthday holiday, on the actual date of the holiday, the provisions of this Section notwithstanding.

Section 12.4. Holiday Pay. Eligible employees shall receive eight (8) hours' pay for each recognized full day holiday and four (4) hours' pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums. Employees required to work on a recognized holiday shall receive holiday pay if otherwise eligible, in addition to pay for all work performed on the holiday.

Employees who work in seven day a week operations shall be paid one and one-half (1½) times their straight time regular rate of pay for all hours worked on holidays recognized under this Agreement plus an additional day or half day off as appropriate, in lieu of holiday pay.

Section 12.5. Holiday During Vacation. Employees who are on approved vacations on a day that a holiday is observed shall be paid for the holiday, provided that they work their entire scheduled shift prior to leaving on vacation and immediately following their vacation; provided, however, that an employee who requests paid sick leave on either of the above days must provide a physician's certificate satisfactory to the City to verify the illness, unless such physician's certificate is waived by the City Manager in his discretion.

VACATION

Section 13.1. Vacation Entitlement. Eligible employees earn vacation leave with pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
Less than 1 year	40	5 days
At least 1 year but less than 6 years	80	10 days
At least 6 years but less than 10 years	120	15 days
At least 10 years	160	20 days

Vacation leave accrues on a calendar year basis and is credited to eligible employees on January 1 of each year, based upon their years of continuous service with the City as of January 1 of each year. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the City, and shall only be broken by a loss of seniority.

Section 13.2. Vacation Eligibility. In order to be eligible for crediting vacation leave on January 1, an employee must be a full-time employee of the City, and must have worked a total of at least 2,080 hours during the immediately preceding January 1 - December 31 period. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 2,080, rounded to the nearest half day. For purposes of this Section, hours worked shall include paid sick leave, paid bereavement leave, paid jury duty leave, paid holidays, vacation and all hours actually worked.

Section 13.3. Vacation Scheduling. Employees may schedule their vacation leave at any time after it has been credited to their use, in accordance with the procedures set forth in this Section. Vacation requests must be submitted in writing by the employee at least

thirty (30) days in advance of the period requested. The City shall respond within two (2) weeks of receipt of the vacation request. The City will allow employees to take their vacation leave at the time requested, unless in the opinion of the City such time off will unreasonably interfere with the efficient operation of the City. In the event that more than one (1) employee within a particular department desires to take vacation during the same period, approval of such vacation requests shall be guided by the seniority of the employees concerned; provided, however, that no employee may utilize seniority to secure more than one (1) vacation period in any one (1) calendar year. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting; provided, however, that should an employee not be able to utilize their vacation, up to thirty (30) days of vacation leave may be carried over to the next year.

Section 13.4. Vacation Pay. Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave.

Section 13.5. Benefits on Termination. Employees whose employment relationship with the City ends for any reason may receive pay for accrued but unused vacation leave in any of the following circumstances:

(a) If an employee retires in accordance with the retirement plan currently in effect.

(b) If an employee resigns from employment and a minimum of two (2) weeks' advance notice is given to the City.

(c) If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff. At the option of the employee, accrued vacation pay may be paid in a lump sum payment.

(d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

INSURANCE

Section 14.1. Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program provides the coverages set for on Appendix C. The specific terms and conditions governing the group insurance program are set forth

in detail in the master policy or policies governing the program as issued by the carrier or carriers.

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

The Employer pays up to \$373.11 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the group health insurance plan. All premium costs for family continuation and sponsored dependent coverage shall be paid by the employee electing to have the insurance coverage. The current cost for this group health insurance plan is \$388.11 for family coverage, and employees with coverage costs (exclusive of family continuation and/or sponsored dependent coverage) in excess of \$373.11 (currently only those with family coverage) are required to pay \$15.00 per month towards the monthly premium. All premium increases that occur after July 1, 1992 in excess of this \$388.11 amount shall be shared on a 50/50 basis between the Employer and the employee electing to have the insurance coverage. The Employer's liability under this section shall be limited to these payments.

Section 14.2. Dental Insurance. The Employer will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program provides the coverages set forth on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

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

During the term of this Agreement, the Employer agrees to pay up to \$25.00 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the

group dental insurance plan. All premium costs for family continuation and sponsored dependent coverage and all premium increases in excess of these stated amounts shall be paid by the employee electing to have the insurance coverage. The Employer's liability under this section shall be limited to these payments.

Section 14.3. Term Life Insurance. All full time employees shall be eligible for term life insurance policy coverage in an amount of Eleven Thousand Dollars (\$11,000.00) after completion of the waiting period presently in effect. During the term of this Agreement, the City agrees to pay the total premiums required for eligible employees.

Section 14.4. Sickness and Accident Insurance. All full time employees shall be eligible for sickness and accident insurance coverage in an amount equal to sixty percent (60%) of their normal gross weekly wages, up to a maximum benefit of One Hundred Ten Dollars (\$110.00) weekly after completion of the waiting period presently in effect. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. During the term of the Agreement, the City agrees to pay the total premiums required for eligible employees.

Section 14.5. Insurance Carrier. The City reserves the right to select the insurance carrier or carriers, or to become self-insured; provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes.

Section 14.6. Obligation to Continue Payments. In the event that an employee-eligible for insurance coverage under this agreement is laid off or on an unpaid leave of absence other than a workers compensation leave of absence, the City shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the layoff or unpaid leave of absence commences. Employees on City approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the City, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance carrier.

Section 14.7. Retiree Insurance Coverage. During the term of this Agreement, the Employer agrees to allow continued insurance coverage for employees who retire and are receiving retirement payments under the retirement plan after July 1, 1974 in accordance with the following:

(a) Health Insurance. The Employer shall pay one half (1/2) of the required monthly premium for single subscriber coverage under the group insurance plan for retirees not eligible for Medicare-Medicaid who elect to continue to participate in the plan, subject to the following:

(1) Approval by the insurance carrier that such arrangement is possible.

(2) At least twenty (20) years' service at time of retirement by the employee.

(3) Subject to any changes in the event that either the insurance carrier changes its program to prevent such program and to modification in the event federal legislation provides some coverage to substitute in whole or in part for such insurance coverage.

(4) The employee has no other health insurance coverage available through another employer or a plan available to their spouses.

(b) Term Life Insurance. The Employer will pay one half (1/2) of the required monthly premium for insurance coverage under the group life insurance plan for retirees who elect to continue to participate in the plan, subject to the following:

(1) Approval of such an arrangement by the insurance carrier with no increase in cost of the plan to the Employer.

(2) Twenty (20) years' service at time of retirement.

Eligible retirees desiring to continue their insurance coverage shall pay to the Employer, in advance, the amount of the retiree's portion of the next month's premium.

Section 14.8. Duplication of Benefits. The provisions of Sections 14.1 and 14.2 notwithstanding, the Employer shall have no obligation to duplicate any benefit an employee receives or is eligible to receive under any other policy or plan notwithstanding the circumstances of eligibility, amount or duration of benefit. Employees are required to inform the Employer of any and all hospitalization, dental or medical benefit coverage enjoyed by said employee, as a condition to receipt of the benefits set forth as Sections 14.1 and 14.2. A special conference may be called in the event that a dispute arises over continued coverage for any employee, and the dispute may thereafter be submitted to the grievance procedure for resolution.

WAGES AND CLASSIFICATIONS

Section 15.1. Wages and Classifications. During the term of this Agreement wages shall be as set forth in Appendix A. Employees shall begin at the start rate and shall advance from step to step upon completion of the specified periods of employment in that classification. The City reserves the right to determine the number of employees that shall be in a particular classification at any one time, and the possession of a license or skill level does not automatically entitle an individual to advancement to a higher classification.

Section 15.2. Longevity. All regular, full time employees employed prior to July 1, 1983 shall be eligible for longevity pay in accordance with the following:

<u>Years of Consecutive Service</u>	<u>Longevity Percentage</u>
Less than 5 years	-0-
5 years	3%
8 years	4%
10 years	5%
15 years	6%

Longevity shall be calculated on the gross wages earned by the employee from November 1st to November 1st subject to the maximum amounts set forth in Appendix B, and paid on the first pay day in December to those eligible employees on the active payroll as of that payment date. Employees hired after July 1, 1983 shall not be eligible for longevity pay.

Section 15.3. Pension. During the term of this Agreement, the program of retirement benefits provided for in Plan B-1, with the F50(25) rider, of the Michigan Municipal Employees' Retirement System shall be in effect. As participants in Plan B-1, employees contribute seven percent (7%) of their annual gross earnings. The specific terms and conditions governing the retirement plan is controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System.

MISCELLANEOUS

Section 16.1. Bulletin Boards. The City shall provide bulletin board space in each department where official notices of the Union may be posted.

Section 16.2. Pay Periods. The City shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions.

Section 16.3. Gender. Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 16.4. Health and Safety. The City shall first consider the personal safety of its employee in establishing operational procedures. It shall be the duty of each employee to comply with all safety regulations and to wear or use all safety equipment which is required. It shall also be the duty of the employee to properly report all defects of equipment to his supervisor so that such equipment can be repaired. An employee involved in any accident shall immediately report such accident and any physical injury sustained to his supervisor. Accident or defective equipment reports shall be in writing as prescribed by departmental rules. The City will continue to provide foul weather gear.

Section 16.5. Coffee Break. The Employer will provide employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the prompt and efficient service to the Employer and the public. At the discretion of the Department Head, the employee may be required to stay on the premises or job site. In the event that an employee is required to work at least four (4) hours beyond the end of their regularly scheduled shift shall be provided with an additional fifteen (15) minute break period.

Section 16.6. Uniforms. In the event that the City determines to provide uniforms for groups of employees, those employees will be required to wear those uniforms while on duty. The City will provide and maintain for each employee, at no cost to the employee, five (5) uniforms per week.

Section 16.7. Drug Testing. As a condition of continued employment, employees are prohibited from using any illegal drugs. The City may required employees to submit to drug tests up to three times each calendar year, but will provide 30 day advance notice of the days for the testing at the beginning of each fiscal year. The form of the drug test shall be urine testing. Failure to submit to the drug test may result in disciplinary action and/or discharge. The City agrees to pay the cost of these drug tests. At the City's discretion, employees testing positive for illegal drugs may be allowed to participate in the City's Employee Assistance Plan.

Section 16.8. Waiver. It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by

mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment or other conditions of employment, whether or not covered by this Agreement or in negotiations leading thereto, and any rights in that respect are hereby expressly waived.

Section 16.9. Term of Agreement. This Agreement shall become effective from ratification and shall remain in full force and effect through June 30, 1995, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement.

Section 16.10. Mailing of Notification. The written notice referred to in Section 16.9 shall be given by certified mail and, if given by the City, shall be addressed to Teamsters Local 214, 2801 Trumbell, Detroit, Michigan, 48216, and if given by the Union, shall be addressed to the City Manager, City of South Haven, 539 Phoenix Street, South Haven, Michigan, 49090. Either party may, by like written notice, change the address to which certified mail notice to it may be given.

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

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Dan Casselman

Alan L. Vaudenberg

Dorothy E. Holmes

James M. Isom

Dennis Mulas

Cheryl L. McAdams

APPENDIX "A"

The following rates of pay will be become effective July 1, 1992:

	<u>Start</u>	<u>End of Probationary Period 6 Months)</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Administrative Office Worker	\$ 9.16	\$ 9.27	\$ 9.40	\$ 9.55
Senior Office Worker	\$10.45	\$10.48	\$10.73	\$10.84
Utility Worker	\$10.53	\$10.65	\$10.80	\$10.93
Public Works Clerk	\$10.68	\$10.82	\$10.95	\$11.09
Equipment Operator	\$10.68	\$10.82	\$10.95	\$11.09
Meter Reader	\$10.68	\$10.82	\$10.95	\$11.09
Senior Equipment Operator	\$11.64	\$11.77	\$11.90	\$12.02
Class D Wastewater Plant Operator	\$11.64	\$11.77	\$11.90	\$12.02
Water Plant Operator F4	\$11.64	\$11.77	\$11.90	\$12.02
Class C Wastewater Plant Operator	\$12.15	\$12.27	\$12.42	\$12.55
Water Plant Operator F3	\$12.15	\$12.27	\$12.42	\$12.55
Mechanic	\$12.15	\$12.27	\$12.42	\$12.55
Water Plant Operator F2	\$12.65	\$12.77	\$12.92	\$13.04
Lineperson B	\$13.73	\$13.86	\$13.99	\$14.11
Lineperson A	\$14.90	\$15.07	\$15.20	\$15.33
Electric Meter Worker	\$14.90	\$15.07	\$15.20	\$15.33

APPENDIX "A"

The following rates of pay will be become effective July 1, 1993:

	<u>Start</u>	<u>End of Probationary Period (6 Months)</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Administrative Office Worker	\$ 9.53	\$ 9.64	\$ 9.78	\$ 9.93
Senior Office Worker	\$10.87	\$10.90	\$11.16	\$11.27
Utility Worker	\$10.95	\$11.08	\$11.23	\$11.38
Public Works Clerk	\$11.11	\$11.25	\$11.39	\$11.53
Equipment Operator	\$11.11	\$11.25	\$11.39	\$11.53
Meter Reader	\$11.11	\$11.25	\$11.39	\$11.53
Senior Equipment Operator	\$12.11	\$12.24	\$12.38	\$12.50
Class D Wastewater Plant Operator	\$12.11	\$12.24	\$12.38	\$12.50
Water Plant Operator F4	\$12.11	\$12.24	\$12.38	\$12.50
Class C Wastewater Plant Operator	\$12.64	\$12.76	\$12.92	\$13.05
Water Plant Operator F3	\$12.64	\$12.76	\$12.92	\$13.05
Mechanic	\$12.64	\$12.76	\$12.92	\$13.05
Water Plant Operator F2	\$13.16	\$13.28	\$13.44	\$13.56
Lineperson B	\$14.28	\$14.41	\$14.55	\$14.67
Lineperson A	\$15.50	\$15.67	\$15.81	\$15.94
Electric Meter Worker	\$15.50	\$15.67	\$15.81	\$15.94

APPENDIX "A"

The following rates of pay will be become effective July 1, 1994:

	<u>Start</u>	<u>End of Proba- tionary Period 6 Months)</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Administrative Office Worker	\$ 9.91	\$10.03	\$10.17	\$10.33
Senior Office Worker	\$11.30	\$11.34	\$11.61	\$11.72
Utility Worker	\$11.39	\$11.52	\$11.68	\$11.82
Public Works Clerk	\$11.55	\$11.70	\$11.84	\$11.99
Equipment Operator	\$11.55	\$11.70	\$11.84	\$11.99
Meter Reader	\$11.55	\$11.70	\$11.84	\$11.99
Senior Equipment Operator	\$12.59	\$12.73	\$12.87	\$13.00
Class D Wastewater Plant Operator	\$12.59	\$12.73	\$12.87	\$13.00
Water Plant Operator F4	\$12.59	\$12.73	\$12.87	\$13.00
Class C Wastewater Plant Operator	\$13.14	\$13.27	\$13.43	\$13.57
Water Plant Operator F3	\$13.14	\$13.27	\$13.43	\$13.57
Mechanic	\$13.14	\$13.27	\$13.43	\$13.57
Water Plant Operator F2	\$13.68	\$13.81	\$13.97	\$14.10
Lineperson B	\$14.85	\$14.99	\$15.13	\$15.26
Lineperson A	\$16.12	\$16.30	\$16.44	\$16.58
Electric Meter Worker	\$16.12	\$16.30	\$16.44	\$16.58

APPENDIX "B"

For employees hired before July 1, 1983, the maximum longevity shall be as follows:

	<u>Less than Five Years</u>	<u>3% Five Years</u>	<u>4% Eight Years</u>	<u>5% Ten Years</u>	<u>6% Fifteen Years</u>
Administrative Office Worker	\$ -0-	\$ 443	\$ 591	\$ 739	\$ 887
Senior Office Worker	-0-	530	707	884	1,060
Utility Worker	-0-	534	713	891	1,069
Public Works Clerk	-0-	543	724	905	1,087
Meter Reader	-0-	543	724	905	1,087
Equipment Operator	-0-	543	724	905	1,087
Senior Equipment Operator	-0-	595	793	992	1,190
Class D Wastewater Plant Operator	-0-	595	793	992	1,190
Class C Wastewater Plant Operator	-0-	624	832	1,040	1,248
Water Plant Operator F4	-0-	568	757	947	1,136
Water Plant Operator F3	-0-	595	793	992	1,190
Water Plant Operator F2	-0-	624	832	1,040	1,248
Mechanic	-0-	624	832	1,040	1,248
Lineperson B	-0-	710	946	1,183	1,420
Lineperson A	-0-	776	1,035	1,293	1,552
Electric Meter Worker	-0-	776	1,035	1,293	1,552

In the event that the maximum longevity amount for a particular classification is less than the employee received in 1986 as longevity pay, then that amount shall be the maximum longevity pay for that particular employee. Employees currently receiving longevity pay at the 6% rate with less than 15 years of service shall continue to receive the 6% rate.

APPENDIX "C"

INSURANCE COVERAGE

The hospitalization insurance program provides the following coverages, currently through Blue Cross/Blue Shield:

MVF-1 Basic Coverage
Master Medical Option II
\$2.00 Prescription Co-Pay Rider (generic drugs)
OB Rider
Emergency Care Rider
Predetermination

Blue Care Network is an alternative to this health care insurance plan, subject to open enrollment periods for employees who switch plans.

The dental insurance program provides the following coverages, currently through Blue Cross/Blue Shield:

\$600 Maximum Yearly Amount
Class I Basic Services (50/50 co-pay)
Class II Additional Services (50/50 co-pay)
Class III Extended Services (50/50 co-pay)
Class IV Orthodontic Services (50/50 co-pay, \$600 lifetime benefit)

CITY OF SOUTH HAVEN

SUBSTANCE ABUSE AMNESTY PROGRAM

The City of South Haven must operate in a drug and alcohol free environment. Under City rules and regulations, employees reporting for work under the influence of alcohol or drugs such that their job performance is impaired or endangers the well being of other employees and/or residents or who use or possess alcohol or drugs while at work are subject to discipline, up to and including discharge. Some of these employees may have substance abuse problems.

Substance abuse is defined as the taking of alcohol or other drugs at dosages that place the individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self control as a result of the use of alcohol or drugs, or while habitually under the influence of alcohol or drugs, endangers public health, morals, safety, or welfare, or combination thereof. MCLA 333.6107(3). The City recognizes that many chemical dependencies are the result of abuse of legal, socially accepted substances, such as alcohol, over-the counter drugs, or prescribed medications.

The City's orientation is to deal with substance abuse problems through rehabilitation and counseling of those City employees who voluntarily come forward to acknowledge their personal problem, disclose their activities involving substance abuse and request assistance, rather than to impose disciplinary action. In order to accomplish this goal, a Substance Abuse Amnesty Program is created under the following terms and conditions:

1. In lieu of disciplinary action, employees voluntarily acknowledging a substance abuse problem not involving use of illegal drugs will be permitted to participate in the Amnesty Program. Employees acknowledging a substance abuse problem involving use of illegal drugs may be permitted to participate in the Amnesty Program.

2. This Amnesty Program will be available only upon an initial determination of substance abuse and will not be available in instances where an employee suffers a chemical dependency relapse after participating in the Amnesty Program. A chemical dependency relapse is a return to substance abuse by an individual previously identified as chemically dependent. The Amnesty Program is not available to employees involved in the selling or distribution of illegal drugs.

3. Employees eligible to participate in the Amnesty Program will be required to enter into a return to work contract containing a treatment/rehabilitation program. Employees required to participate in an inpatient treatment program will be eligible to utilize accrued sick leave and vacation pay during such treatment programs, but will not otherwise be eligible for payment of wages. Continued fringe benefit eligibility is covered under the provisions of the collective bargaining agreements or City policy.

4. A violation of the return to work contract by an employee subjects that employee to termination of the employment relationship with the City. In the event an employee's employment is terminated, any appeal to the grievance and arbitration procedure shall be limited solely to the question of whether the employee breached the terms of this contract, and the disciplinary penalty assessed shall not be subject to review. If the employee is not found to have breached the terms of this contract, the discipline will be overturned.

RETURN TO WORK CONTRACT

The purpose of this contract to set forth the terms and conditions under which the City of South Haven (the "City") will permit _____, (the "Employee") to return to work after an instance of substance abuse. This contract is specifically designed to meet the needs of both the employee and the City.

1. The Employee agrees to comply with the terms of this contract for a period of eighteen (18) months from its date of execution.
2. The Employee understands that all expenses connected with treatment and/or rehabilitation are to be rendered at his own expense and are his own responsibility. Some of these expenses may be covered under the group health insurance program.
3. The Employee agrees to a treatment and/or rehabilitation program which, as a minimum, will consist of:
 - a. Attendance at regular AA and or NA meetings no less frequently than recommended by the Counselor. The Employee agrees to furnish Documentation of Attendance to the City Manager or designee on a weekly basis.
 - b. Continuation of therapy with Counseling Agency or Treatment Facility until such time as the Employee is released from treatment. The Employee agrees to provide documentation of his release from treatment to the City Manager.
4. The Employee hereby authorizes his Counselor to contact and exchange information regarding his progress with the City Manager or designee.
5. The Employee hereby authorizes the City Manager or designee to contact and exchange information pertaining to his treatment with City legal counsel, City elected officials or other necessary supervisory personnel.
6. The Employee agrees to completely abstain from any mood altering chemicals (alcohol, sedatives, stimulants, narcotics, soporifics, over the counter drugs, etc.) except as recommended by his physician and with approval of his counselor.
7. The Employee agrees to provide not more than one random urine sample per week in the presence of a qualified witness as recommended by the treatment counselor. The Employer agrees to pay these costs.

ELECTRICAL APPRENTICESHIP TRAINING

CITY OF SOUTH HAVEN

Electric Distribution Department

Due to the nature of outside electrical construction and the need for safe qualified electric personnel, it is a necessity to have some type of a training program. Whether it be a state approved program or city approved, some type of training is needed. Our electrical personnel need to know why our system works, as well as how, along with as much knowledge of the electrical distribution field as can be offered, along with the safety methods of performing the work. To safely maintain the city's substation along with the distribution lines, competent and experienced personnel are needed.

In view of these needs, the city has developed these guidelines to help in the training of interested electrical personnel and to follow each step in an orderly training procedure.

A committee consisting of the City Manager, Public Works Director, Electrical Superintendent and a Union representative will review applicants for the proposed training to assure capable, responsible personnel for the type of work in question.

Provisions in the union contract covering posting of job vacancies will govern hiring of an individual for the apprenticeship program.

The apprentice will be subject to a six-month probationary period. The probationary period, if filled by an existing employee, would be for apprenticeship alone. If the person does not work out, he would still have his old job.

The apprentice will be under the supervision of a Class A Lineman at all times.

The apprentice would be required to attend extra classes or school hours. During these class hours, basic electricity and distribution linework would be studied and discussed. The school related material would not be limited to trainees alone, but to anyone in our electrical program. The city will pay for educational expenses including out-of-pocket expenses but not hourly wage if class work is after a normal workday.

The apprentices wages shall be divided into seven (7) 1,000 hour periods as follows and shall be based on the negotiated lineman's scale with the City:

1st Step	-	60% of Class A Lineman's rate
2nd Step	-	65% of Class A Lineman's rate
3rd Step	-	70% of Class A Lineman's rate
4th Step	-	75% of Class A Lineman's rate
5th Step	-	80% of Class A Lineman's rate

6th Step - 85% of Class A Lineman's rate
7th Step - 90% of Class A Lineman's rate

Existing city employees hired for the apprenticeship program will enter the program at no less than their present wage rate, if their present wage exceeds the rate for the step at which they entered the program, their rate will be frozen until such time as they are at the step that corresponds to their wage rate, then normal progression will begin.

The apprentice would be required to perform certain jobs as to his classification; such as 1st thru 4th step would perform groundman truck driver tasks and would only be permitted to work secondary voltages, 0-500 volts, plus climbing and working on de-energized primary circuits whenever possible always under a Class A Lineman supervision.

During the 5th Step, the apprentice would be allowed to work on energized circuits from secondary voltage to primary voltage, again strictly under Class A Lineman supervision.

When the apprentice reaches time for each advancement, the committee and Class A linemen involved will determine the amount of progress and in turn will decide whether advancement is advisable or not.

The intention of this program is to have more qualified personnel who are aware of the dangers and aspects of this type of work plus several advantages to everyone. This gives our workers a chance to better improve themselves and at the same time learn a type of trade and a chance for advancement. It also keeps our work force up to standards in case of an emergency and also limits some of the need to bring in expensive outside contractors. Last but not least, the work would be done by responsible, competent and safety minded personnel.

The time involved in this type of training is a must in order to train personnel in every field of distribution line work. Electrical line work is not like any other type of work. It involves working with and around high voltage where one mistake could cost someone their life or a vital limb. When dealing with this type of work, time is of the utmost to understand all procedures and safety rules to follow. So the need for this type of training is quite obvious.

It is understood that in the case of layoffs, employees hired from outside the city for the apprenticeship program would be laid-off first, if an existing employee is in the apprenticeship program and layoff occurs the language in the contract concerning layoffs will govern.

This program is not to be used as a means of replacing regular linemen.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF
AMERICA and its LOCAL 214

CITY OF SOUTH HAVEN

Jan Casselman

Dorothy E. Holmes

Wennis Mulac

Jama M. Mason

Cheryl L. McAdams

Alan L. Vandenberg

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Employee Health Insurance Payments

The provisions of Section 14.1. Hospitalization Insurance notwithstanding, during the period of this agreement, from 7-1-92 through 6-30-95, no employee shall be required to pay more than \$30.00 per month as their portion of the required premium for single subscriber, two person or family hospitalization coverage.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Daniel Casselman

Allen H. Vandenberg

Dorothy E. Holmes

James M. Isom

Dennis Mulac

Cheryl L. McAdams

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Duplicate Insurance Coverage.

The parties have agreed in Section 14.8. Duplication of Benefits to restrict the health and dental care insurance coverages available to full time employees who do not have such coverage available under programs under which their spouse or dependents are eligible to participate. The intention of this restriction on coverage was to have employees utilize alternate coverage whenever possible, in order to reduce costs to the Employer for duplicative coverage. It was recognized that each employee's duplicate coverage situation would be different, and it is agreed that these different coverage situations will be handled on an individual basis utilizing the premise that the other available insurance program will be primary, but that the Employer will provide supplemental payments or programs to enable the employee to be in an insurance coverage situation similar to that which would have occurred had the employee been covered by the Employer's group insurance program.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Dan Casselman

Alan L. Vandenberg

Dorothy E. Holmes

James M. Gorman

Wennis Puzlac

Cheryl L. McAdams

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Subcontracting

The provisions of Section 2.4. Subcontracting notwithstanding, during the period of this agreement, from July 1, 1992 through June 30, 1995, the City agrees not to subcontract work performed exclusively by bargaining unit members if such subcontracting would cause a bargaining unit member who performed that work to be laid off.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Dan Caselman

Alan J. Vandenberg

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James M. Gason

Wennis Mulac

Cheryl L. McAdams

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Subcontracting

The issue of subcontracting is important to both parties, with the City required to preserve its right to make necessary changes in the services it provides to its citizens and the manner that it delivers these services; and the Union desiring to protect the job security of its members. In recognition that the City has no present plans to implement any subcontracting decisions, the current contractual language will be continued, but the parties agree to meet upon request to discuss potential subcontracting issues.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Don Caselman

Alan L. Vanderby

Dorothy E. Holmes

James M. Isom

Wennis Mulac

Cheryl L. McAdams

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Reasonable Accommodation Negotiations.

The parties recognize the duty of the Employer to make reasonable accommodations, including the obligation to consider the restructuring of jobs, for qualifying individuals with disabilities under federal and state law. The provision of Section 16.8. Waiver notwithstanding, in the event that the City determines that a potential accommodation is necessary in order for it to fulfill its obligations under state and/or federal law, and that accommodation would conflict with the provisions of this agreement, the parties agree to reopen the affected section or sections and enter into negotiations on successor language or letters of understanding to allow the City to implement necessary accommodations.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Don Casselman

Alan L. Vandenberg

Doreen E. Holmes

James M. Golem

Norris Mulac
Cheryl L. McAdams

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Miscellaneous Matters

The provisions of Section 15.3. Pension notwithstanding, the change from a five percent (5%) to a seven percent (7%) employee contribution shall not occur until June 30, 1993 and the addition of the F50(25) rider shall not be effective until June 30, 1993. The Union also agrees that the City may implement a IRC Section 125 Plan without further bargaining, and may implement its Substance Abuse Amnesty Program.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Dan Casselman

Alan L. Vanderbrug

Dorothy E. Holmes

James M. Horn

Wennis Mulac

Cheryl L. McAdams

CITY OF SOUTH HAVEN

- and -

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Wellness Program

The Union agrees to participate in the Wellness program. In the event that a wellness program is implemented and that wellness program results in lower premiums for health care insurance, the City agrees to pass on one-half (1/2) of the savings to the employees through lowered employee contributions for that insurance. The health wellness program will include testing features such as cardiovascular, pulmonary function, flexibility, strength, stress, and colon/rectal. This program is not mandatory, and employees who do not participate will not be disciplined. Employees who do not participate will not benefit from any employer's insurance cost savings.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS and its LOCAL 214

CITY OF SOUTH HAVEN

Dan Casselman

Alfred H. Vandenberg

Dorothy E. Holmes

James M. Isom

Dennis Mulac

Cheryl A. McAdams

CITY OF SOUTH HAVEN

-and-

TEAMSTERS LOCAL 214

Letter of Understanding Regarding Summer Work Schedule

The provisions of Section 11.1. Workweek notwithstanding, during the period of this agreement, from 7-1-92 through 6-30-95, the City shall implement a summer work schedule for DPW employees from the first Monday after Daylight Savings Time changes in or near April to the first Monday after Labor Day. The summer work hours for DPW employees shall be from 7:00 A.M. to 3:30 P.M. Nothing in this Letter of Understanding shall limit the City from exercising its rights under Section 11.1 to establish hours of work for other employees or for DPW employees during other times. The begin and end dates of the summer work schedule shall not be subject to the 14 day notice requirements of Section 11.1 of the Agreement.

The City is willing to implement this summer work schedule with the stipulation that the City reserves the right to revert back to the regular work schedule in the event that the summer schedule causes undue hardship on the City's ability to serve the community or unreasonable added operations expense.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF
AMERICA and its LOCAL 214

CITY OF SOUTH HAVEN

Dan Casselman

Dorothy E. Holmes

James M. Isom

Wennis Mular

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