

3592

9/30/98

**LABOR AGREEMENT
BETWEEN
CITY OF NILES, MICHIGAN**

AND

**UNITED STEEL WORKERS OF
AMERICA**

THE

AFL-CIO-CLC

LOCAL UNION NO. 13729

COVERING

THE

OFFICE WORKERS

OCTOBER 1, 1994 TO SEPTEMBER 30, 1998

Niles City of

OFFICE WORKERS LABOR CONTRACT

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OFFICE WORKERS LABOR CONTRACT

AGREEMENT

This AGREEMENT made and entered into this _____ day of _____, by and between the City of Niles, herein "City" or "Employer", its successors and assignees and the United Steelworkers of America, herein the "Union" or "Bargaining Unit", AFL-CIO-CLC, on behalf of Local Union No. 13729.

WHEREAS, it is the intent and purpose of the parties hereto to provide a means of adjustment of differences that may arise from time to time, and to promote harmony and efficiency so that the City, the Union, its members, and the general public may mutually benefit, and establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment :

NOW, THEREFORE, in consideration of the mutual promises and obligations assumed herein, the parties hereto agree as follows :

1. RECOGNITION

1.1 BARGAINING UNIT DEFINED

The City recognizes United Steelworkers of America, AFL-CIO-CLC, as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment for all the following hourly rated classifications: Head & Assistant Accounting Clerk, Head & Assistant Billing Clerk, Head & Assistant Customer Service Representative, Head & Assistant Cashier, Telephone Operator, and General Clerk in the Office of the Utilities Department hereafter referred to as "Union", "Bargaining Unit" or "Office Workers".

1.2 NEW OR SUBSTANTIALLY ALTERED JOBS

Negotiations for additional classifications or deletions of classifications of employees who work under the direction of the Finance Officer herein (or his/her Supervisor or Designee) may be held anytime during the life of this Agreement, but only if the party desiring to negotiate such deletions or additions of classifications submits its desire for such negotiations on or before the sixtieth (60th) day preceding October 1st of any such contract expiration year.

1.3 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit. There shall be no discrimination as to age, weight, height, sex, marital status, race, color, creed, national origin, political or union affiliation, or disability. The Union shall share equally with the Employer the responsibility of applying this provision of the Agreement. No action of any kind may be brought against the Employer or the Union for the occurrence of an alleged violation of this provision six (6) months after the occurrence of the event upon which the claim is based.

1.3.1 ADA COMPLIANCE

The City and the Union mutually recognize their obligations under the Americans With Disabilities Act (ADA) and other applicable federal and state laws to make reasonable accommodations to qualified employees with disabilities. The need for and the nature of such accommodations shall be determined by a Joint Civil Rights Committee which shall have an equal number of City and Union representatives. Such accommodations may include, but only by mutual agreement of the parties, the establishment of special limited duty positions within job classifications, the development of special limited duty classifications, the creation of special limited duty shifts, etc. No actions taken by the Joint Committee to comply with the ADA or other applicable laws shall be used as evidence of precedent or past practice.

In the event that the Joint Committee is unable to reach mutual agreement with respect to the need for or the nature of a requested reasonable accommodation, the City may take such actions as it believes are necessary to comply with the ADA or other applicable laws, but to the extent that the Union believes that such actions violate the provisions of the labor agreement, the Union retains its rights to grieve and arbitrate the alleged violation.

Whether or not the Joint Committee is able to reach mutual agreement with respect to the need for or the nature of a requested reasonable accommodation, and should the City, but not the Union, be named as a defendant in a lawsuit, charge, complaint, or similar action alleging a violation of the ADA or other applicable laws, the Union, at its own expense, shall intervene and assist the other in defending any such action. If any final judgment is obtained against the City (or if a settlement agreed to by the Union is reached by the City), the Union will indemnify and reimburse the City for said judgment or settlement (including the City's costs in defending or settling such action), but only to the extent that the Union would have been liable for all or a portion of such judgment, settlement, or costs had the Union been named as a defendant.

Whether or not the Joint Committee is able to reach mutual agreement with respect to the need for or the nature of a requested reasonable accommodation, and should the Union, but not the City, be named as a defendant in a lawsuit, charge, complaint, or similar action alleging a violation of the ADA or other applicable laws, the City, at its own expense, shall intervene and assist the other in defending any such action. If any final judgment is obtained against the Union (or if a settlement agreed to by the City is reached by the Union), the City will indemnify and reimburse the Union for said judgment or settlement (including the Union's costs in defending or settling such action), but only to the extent that the City would have been liable for all or a portion of such judgment, settlement, or costs had the City been named as a defendant. This agreement in no way affects the rights, duties, and liabilities of either the Union or the City if both are named as defendants in such an action.

1.4 USE OF MALE PRONOUN

Whenever the male pronoun is used herein, it shall also be deemed to include the female pronoun and is not in any way intended to be discriminatory toward female employees.

1.5 JOB DESCRIPTION

The job description for the Bargaining Unit shall be those prepared by the Michigan Municipal League in the Position Classification Plan dated December 1967, as amended. The City will make every reasonable effort to assign employees work in their classifications, but in unusual circumstances it may be necessary to assign employees temporarily to other work assignments, provided they are qualified to perform such assignments.

1.6 CONTRACT NEGOTIATIONS

The negotiating team for the Union and Local No. 13729 for the purpose of negotiating contract changes, wages and classification changes, shall consist of not more than two (2) employees of the City who are covered by this Agreement and who are members of the Union in addition to the International Union Representatives. No overtime will be paid for such negotiations.

1.7 UNION SECURITY

The Union agrees that it will from time to time promptly accept as members therein any and all persons who are not members of the Union and whom the City employs to perform for the City the different classifications of work covered by this Agreement. The City shall do its own hiring, and employees of the City covered by this collective bargaining agreement, who, at the date hereof, are members of the Union, shall continue to pay the monthly Union dues uniformly required of all members of the Local Union or pay a service fee established by the Local Union in accordance with current Court and Administrative decisions during the life of this Agreement. Employees covered by this collective bargaining Agreement now employed, but who are not members of the Union shall, as of the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is the later, pay the monthly Union dues or service fee, whichever they elect, as above provided, for the life of this Agreement. Employees covered by this collective bargaining Agreement hereafter employed shall, thirty (30) days after the end of their probation period, pay the monthly Union dues or service fee, whichever they elect, as above provided, during the life of this Agreement. Employees who fail to comply with the foregoing provision will, upon written notice by the Union to the City and to the employee, be placed upon five (5) calendar day notice, and at the end of such notice period, having failed to comply with the provision, will be given an opportunity to appear before the Union's Dues and Services Fee Committee to explain why the dues have not been paid and to state what objections the employee has with regard thereto. Thereafter, the employee and the Union shall be free to pursue their rights in accordance with applicable law.

1.8 DUES AND FEE CHECK-OFF

The Union will provide dues authorization cards to the City. These cards will then be given to all new hires. Upon receipt of the signed authorization card from the employee, and the employee having completed his probationary period, the City will deduct weekly the membership dues or service fee of the Union which is established at 1.3 % of gross pay. The City agrees to remit such collection monthly to the International Treasurer of the United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222, who will issue an official Union receipt to the City. The City shall furnish the International Treasurer of the Union each month a list of all members from whom deductions have or have not been made. A copy of such list shall be

furnished to the Financial Secretary of Local Union 13729. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, costs, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of the Article.

1.9 NON-INTERRUPTION OF WORK

The Union agrees that it will do everything within its power to cause the employees, individually and collectively, to perform and render loyal and efficient work and services for the City at all times for which the Employer agrees to continue to deduct the certified monthly Union dues or service fee from the employees' pay checks and to promptly remit them to the Union at its designated place of business.

2. RIGHTS OF MANAGEMENT

2.1 RIGHTS OF MANAGEMENT

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the employees and the operations of the City are vested solely and exclusively in the Employer. The City retains all rights which management may now have which may or may not be enumerated in this Agreement.

3. GRIEVANCE PROCEDURE

3.1 GRIEVANCE COMMITTEE

Members of any Union grievance committee shall not contain more than two (2) employees of the City who must also be members of the "Bargaining Unit" covered by this Agreement. No overtime pay will be given for time spent in resolving grievances.

3.2 GRIEVANCE DEFINED

A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of the Agreement.

3.3 GRIEVANCE PROCEDURE

An employee who believes he has a grievance must submit his complaint orally to his Supervisor or Designee within two (2) days (Saturdays, Sundays, and Holidays excluded) after the occurrence of the event upon which the grievance is based. If such employee had no knowledge of such event within such two (2) day period, he must submit his complaint within two (2) days after he does have knowledge thereof or within two (2) days after conditions were such that the employee should have known of such occurrence. His/her Supervisor or Designee shall give the aggrieved employee an answer within two (2) days (Saturdays, Sundays, and Holidays excluded) after the complaint has been submitted to him. The employee may request his/her Supervisor or Designee to permit his steward to be present when he submits his complaint orally to his/her Supervisor or Designee. In the event the grievance is not settled in this manner, the following procedures shall apply :

3.3.1 STEP 1 GRIEVANCE

Any regular employee of the City having a grievance shall briefly, in writing, state the facts upon which the grievance is based, when they occurred, and what relief is sought, and submit the same to his/her Supervisor or Designee within three (3) days after the Oral Steps. Within three (3) days after receipt of this written grievance, his/her Supervisor or Designee shall transmit to the Manager of the Utilities Department the grievance, and the Manager of the Utilities Department shall, within five (5) days of the receipt of the grievance, set up a meeting with the aggrieved employee and the Union Grievance Committee for the purpose of finding full facts regarding the grievance. The Manager of the Utilities Department will within three (3) days after the meeting, make a decision on the issue presented by the grievance, in writing, and deliver a copy of such transmittal to the employee submitting the grievance and the Local Union. In the event that more than one (1) aggrieved employee is involved in the grievance, one (1) of the aggrieved employees shall be designated as the representative to meet with the Union Grievance Committee and the Manager of the Utilities Department.

3.3.2 STEP 2 GRIEVANCE

In the event that an employee desires further consideration of the grievance, he or the Union shall, within five (5) days after receipt of the Step 1 decision, submit a written request that another meeting be held. The Utilities Manager, within ten (10) days of the receipt of the written request, shall set up a meeting. The meeting shall consist of the Utilities Manager, employee, Union Steward, and the International Representative of the United Steelworkers or his designee. At this meeting any evidence as is deemed necessary by either the City or the Union may be presented. The Utilities Manager will within ten (10) days after the meeting make a decision on the issue presented by the grievance in writing, and deliver a copy of such transmittal to the employee, Union Steward, and International Representative and/or designee.

3.3.3 STEP 3 GRIEVANCE

In the event that the Union desires further consideration of the grievance it shall, within (10) days after receipt of Step 2 decision, identify the grievance and submit a written request that the grievance be considered to the City Administrator. Upon receipt for further consideration of the grievance as aforesaid, it shall be the duty of the City Administrator, within ten (10) days of the receipt of the written request, to call a meeting with the aggrieved employee or the representative of a group of aggrieved employees and the Union Grievance Committee International Representative or designee who may not be a City employee not covered by this Agreement before his decision is made. The City Administrator shall then give his decision in writing and the same shall be delivered to the employee, Grievance Committee and International Union not later than ten (10) days from and after the aforesaid meeting.

3.3.4 STEP 4 GRIEVANCE

Should the above Step 3 procedure fail to satisfy the Union, the Union shall notify the City Administrator in writing within ten (10) days of the receipt of the City Administrator's written decision. The grievance may then be appealed to arbitration, provided such appeal is made to the Michigan Employment Relations Commission within twenty (20) days after receipt of the City Administrator's decision. The Union shall request, in writing, from the Michigan Employment Relations Commission, a panel of seven (7) arbitrators from its service from which each side will strike one name, in turn, until one name remains. The party to strike first shall be determined by a flip of the coin. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the Agreement. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees and on the Union. The expenses of the arbitrator shall be shared equally by the parties. The straight time hourly wages of the employee aggrieved and one local representative shall be paid by the City and all other expenses, wages, and cost of Union representatives and witnesses shall be borne by the Union and the expenses, wages, and cost of representatives and witnesses of the Employer shall be borne by the City.

3.4 TIMELINESS

The parties may mutually agree to refer a grievance to a higher step of the procedure for disposition instead of hearing it at a lower step. Any grievance not appealed by the Union in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the Employer's last answer, unless prior modified time limits are agreed upon by the parties.

3.5 INVESTIGATING / PROCESSING GRIEVANCE

The employee, Grievance Committee or witnesses shall not lose pay during the first three (3) steps of the grievance procedure as outlined in this Agreement. The Grievance Committeeman shall be allowed a reasonable amount of time during working hours to investigate and handle grievances after receiving permission from his/her Supervisor or Designee. Such permission shall not be arbitrarily denied. Both parties agree not to abuse this section.

3.6 WITHDRAWAL OF GRIEVANCE

The Union may withdraw any grievance without prejudice as to that grievance at any step of the Grievance Procedure. The Union will do so in writing. In the event the City does not answer a grievance within the time period provided, the grievance shall be automatically advanced to the next step of the grievance procedure except, no grievance shall automatically be advanced to arbitration. The parties may agree to modify the time limits for good cause.

3.7 MONETARY GRIEVANCE SETTLEMENT

Where the grievance settlement has a monetary adjustment, the employee and the Local Union Committee will be given written notification of such adjustment.

STRIKES OF LOCKOUTS

As a grievance and arbitration procedure has been agreed upon, there shall be no strikes, slowdowns, sit downs, sympathy strikes, or other forms of interference with work or concerted activity on the part of the Union, members or representatives thereof during the life of this Agreement or extension thereof. The City shall not engage in a lockout of employees during the life of this Agreement or extension thereof. Employees who engage in proscribed activity shall be subject to discharge in the sole discretion of the Employer. In the event the Union engages in such proscribed activity, the Employer shall be free to take whatever action it deems appropriate. The question of fact of whether the employee(s) or Union engaged in proscribed activity shall be a proper subject for the grievance procedure commencing at the time of such activity.

DISCIPLINE / DISCHARGES

The City will not take disciplinary action without first warning the employee, unless the facts warrant immediate suspension or discharge. In taking such action, the City shall not consider any disciplinary action involving the employee which occurred one year or more preceding the act giving rise to the disciplinary action unless such discipline concerned matters of moral turpitude or any kind of substance abuse.

3.9.1 WRITTEN WARNING

Written warnings will be given in the presence of a Union Committeeman. In the event a written warning is given to the employee, a copy will also be given to the Union Committeeman or Steward.

3.9.2 PRIOR TO DISCHARGE

Prior to deciding on the discharge of an employee, the City shall first suspend the employee without pay for a period not to exceed five (5) work days, unless the facts warrant immediate discharge. Within that period and before the City makes its decision, a hearing shall be held at which time the Local Union may present any facts or other information which it wishes the City to consider. Attendance at such hearing will be limited to the employee, two (2) grievance representatives, and, by agreement, such witnesses who may have personal knowledge of the case.

3.9.3 UNJUST DISCHARGE OR DISCIPLINARY LAY OFF

If an employee has been discharged or given a disciplinary lay off and he believes he has been unjustly dealt with, he may file a grievance at Step 1 of the Grievance Procedure within two (2) workdays after he is notified of the City's final decision.

3.9.4 PROBATIONARY EMPLOYEES

The above discipline and discharge provisions do not apply to probationary employees.

3.10 REINSTATEMENT COMPENSATION

In the event it should be decided under the grievance procedure that the employee's discharge was too great a penalty, the Employer shall reinstate such employee as may be agreed upon or ordered by an arbitrator and reimburse the employee for his loss of regular straight time pay and overtime, if he would have been assigned such, less such compensation as he may have earned at other employment during such period or unemployment benefits he may have received.

4. SENIORITY

4.1 LAY OFF

Whenever it becomes necessary to lay off employees, due to a shortage of work or lack of funds, the employer will notify the employees and the Union forty-eight (48) hours in advance of such lay off, except when such lack of work is caused beyond the control of the Employer, and that the lay off shall be made within the affected group in inverse order of the employees length of service in the group, provided employee who is retained is capable of satisfactorily performing the work with only simple instructions.

4.2 RECALL

When recalling, employees laid off shall be recalled in the same group in the reverse order, if available, provided they are physically qualified to work without limitation or restriction and that they are capable of satisfactorily performing the work with only simple instructions. Employees laid off for a period exceeding one (1) calendar year will not be recalled under this Agreement, but may be rehired as new employees.

4.3 TRIAL SERVICE PERIOD

All newly hired employees shall be probationary employees and shall have no seniority until they have actually worked one thousand forty (1040) hours for the Employer. At any time during the probationary period the employee may be terminated from employment at the sole discretion of the Employer with or without cause, without regard to his/her relative length of service, and such termination shall not be subject to the grievance procedure. After successfully completing his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date. The Employer shall provide at least two (2) progress reviews during the probationary period for each probationary employee. The first progress review shall occur approximately four hundred (400) after employment and the second progress review shall occur approximately eight hundred (800) hours after employment. It is understood and agreed that probationary employees may be terminated without receiving any or all progress reviews. After a probationary employee has actually worked five hundred and twenty (520) hours, said employee shall be eligible for holiday pay and insurance coverage as though they were regular employees under the terms of this labor agreement.

4.4 LIMITATIONS

An employee will lose all seniority if he voluntarily quits, is justifiably discharged, or is away from his work three (3) days without notifying his/her Supervisor or Designee of a justifiable reason for

his absence, or if he/she works for another employer for financial gain while on sick leave; or if he/she works for another employer for financial gain while on leave of absence, unless this was agreed to in writing by the Employer at the time the leave was granted. Employees who have been laid off for reasons beyond their control, who are recalled within one (1) calendar year from the date of lay off, shall retain seniority and other prior accumulated rights on a prorated basis as if their employment had been continuous. Upon failure to return to work or to show intent thereof within two (2) weeks after having been given three (3) days notice by the City, the seniority of such employee shall be deemed terminated. It shall be the responsibility of the employee to keep the City informed of his correct address at all times. Three (3) days notice is defined to mean three (3) days after postmarking of a receipted letter. The City will count up to thirty (30) calendar days lay off time towards time served in classification. During lay off, the City will pay the life and health insurance premiums for three (3) months beyond the lay off date and then grant the employee the option of continuing coverage by paying the premium himself/herself for up to nine (9) months. The employee will not be paid for holidays during the lay off period. No sick leave time shall be reduced for the first ninety (90) calendar days lay off time.

4.5 ARMED SERVICES

When an employee governed by this Agreement enters any branch of the armed forces of the United States, upon his return to work, the benefits which accrue to him shall be determined by the applicable Federal Statutes in effect at the time. Employees who are required to participate in National Guard or Reserved Military Forces of the United States shall be allowed to use their accumulated vacation benefits while on duty during the regular work day. However, if an employee utilizes his vacation for such purposes, the City will, in addition to paying his/her vacation pay, make up the difference between what moneys he/she receives from the military and what he would normally earn for a forty (40) hour work week at his/her regular straight time hourly rate of pay.

4.6 TEMPORARY POSITIONS

Whenever a regular employee is on leave of absence, vacation, jury duty, or sick leave, it shall be understood that any person filling such employee's position shall fill it for the duration of the absence, and shall relinquish the position on return to work of the employee for whom such leave was granted. Employees who are temporarily transferred to a higher paying classification for periods of at least one day at a time shall be compensated in accordance with demonstrated ability to the Office Manager, but in no event shall the employee be compensated at less than the next higher rate; where such temporary transfer is to a job three (3) or more grades higher, such transferred employee shall be paid not less than two (2) grades higher than his/her current rate.

4.7 PROMOTIONS

All Bargaining Unit vacancies shall be posted for three (3) working days. The senior employee who has demonstrated to management that he/she has the capability to satisfactorily perform the work shall be awarded the bid. An employee who bids for a vacancy and who was not awarded the position may file a grievance pursuant to Article 3 of this Agreement. All employees shall be given up to a six (6) week trial period to demonstrate they should be permanently awarded the job. A vacancy not filled pursuant to the preceding procedure may be filled by hiring a new employee or by the transfer of an employee with such employee's consent. Promotions to

positions covered by this Agreement other than salaried supervision shall be made according to qualifications, apparent leadership ability, and past work record with consideration given to Bargaining Unit seniority. Employees who are promoted from non-supervisory positions to supervisory positions shall retain their seniority in the old position for one (1) year after the date of the promotion. After one (1) year of service in the salaried supervisory position, all Departmental seniority rights in the old position shall be forfeited.

4.8 TERMINATION OF EMPLOYMENT

An employee's date of employment termination shall be that date for which he last receives regular compensation.

4.9 DEFINITION OF SENIORITY

Total City seniority, sick leave accumulation, and earned vacation time start with the last date of hire. Office seniority starts with the latest date of starting to work in the office as a regular, full-time employee.

4.11 EMPLOYEES EXCEPTED

The provisions of this Agreement shall not apply to vacation employees, part time employees, temporary employees, employees hired to fill temporary vacancies, supervisory employees, or to employees hired for special construction projects or seasonal work.

5. VACATIONS

5.1 VACATION BENEFITS AND PAY

Vacations for employees on steady employment shall be as follows :

- (a) Employees employed in this Bargaining Unit as of September 30, 1985, shall be entitled to no vacation with pay during the first year of employment. Employees employed in this Bargaining Unit as of September 30, 1985, shall be entitled to one (1) week vacation with pay after one (1) year of steady employment, two (2) weeks of vacation with pay after two (2) years of steady employment, three (3) weeks of vacation with pay after eight (8) years of steady employment, four (4) weeks of vacation with pay after fourteen (14) years of steady employment, and five (5) weeks of vacation with pay after nineteen (19) years of steady employment dating back to the last date of hire by the City. Employees starting in this Bargaining Unit on or after October 1, 1985, shall receive no vacation with pay during their first year of employment. Employees starting employment in this Bargaining Unit on or after October 1, 1985, shall be entitled to one (1) week of vacation with pay after one (1) year of steady employment, two (2) weeks of vacation with pay after two (2) years of steady employment, three (3) weeks of vacation with pay after eight (8) years of steady employment, four (4) weeks of paid vacation after eighteen (18) years of steady employment, and five (5) weeks of vacation with pay after twenty-five (25) years of steady employment, dating back to the last date of hire by the City.

- (b). Steady employment is defined as 230 days work. Days work shall be defined to mean any day for which the employee receives his regular straight time pay from the City in the employee's twelve (12) month period between anniversary dates.
- (c). At least thirty (30) days must elapse between the vacation periods of any two (2) consecutive years except in cases of where an employee was prevented from getting his previously scheduled vacation due to emergency work requirements placed on him by the Employer or an employee may take one week of vacation earned in the previous year immediately after the anniversary date. This thirty (30) day period can be waived with management approval.

5.2 VACATION ELIGIBILITY

All vacations are earned previous to the anniversary date of employment and are taken during the year following the anniversary date. For vacation purposes, year is defined as the period between consecutive anniversary dates. Vacations are based on full years of service and credited on each anniversary date only.

5.3 VACATION USAGE

Vacations normally cannot be divided into periods of less than one (1) week. However, single days may be taken if previous agreement is made with his/her Supervisor or Designee provided the employee desiring to take single days has more than one (1) week of accrued vacation, and takes at least one week of continuous vacation. Any vacation credited and not taken during the year may be paid for at the applicable rate on the payday following the next anniversary date if his/her Supervisor or Designee is notified in writing in advance.

5.4 VACATION ACCUMULATION

Vacations are not cumulative. After the employee has completed five (5) years, an exception can be made and vacations can be accumulated at intervals of not less than five (5) years. Upon written request and approval by the Utilities Manager, an employee can forego all or part of his vacation in one (1) anniversary year with the understanding that such unused portion shall be taken the following year consecutively with his vacation that following year. The required approval by the Utilities Manager will be given only with the understanding that the employee will not work either for himself or others for monetary gain during this accumulated type vacation. The intent of this accumulated vacation clause is to give employees time to make extended trips.

5.5 VACATION RESTRICTIONS

No vacation shall be utilized during the first year of employment.

5.6 VACATION PRORATION

An employee whose employment is terminated will be paid any unused vacation and will be paid accrued vacation on a pro-rated basis.

6. SICK LEAVE

6.1 SICK LEAVE BENEFITS

One (1) week sick leave the first year after three (3) months service and three (3) weeks per year thereafter, cumulative to twenty-nine (29) weeks. A week is defined as five (5) working days. Termination of employment cancels any accumulated leave, except as otherwise provided herein.

EXAMPLE: A man's employment anniversary is November 15th. He has twelve (12) weeks of accumulated sick leave. In May and June he is sick five (5) weeks. This reduces his accumulated sick leave to seven (7) weeks. The next November 15th he is credited with an additional three (3) weeks for the year just completed and his total is then ten (10) weeks.

6.2 DISABILITY

In the event that an employee suffers a disability rendering him incapable of performing his regularly required duties, the City Administrator shall immediately request of the Pension Board that the Pension Board appoint three (3) physicians who shall examine the employee. One of the three appointed physicians must be the family physician of the employee if he has one. Each appointed physician will issue a written report as follows :

- (a). The disabled employee is or is not mentally or physically incapacitated for duty in his regular position.
- (b). The incapacity will probably be permanent or the incapacity will probably not be permanent.
- (c). The disabled employee should or should not be retired.

6.3 PHYSICIAN REPORTS

The reports from the physicians must be submitted to the Pension Board before the last regular meeting of the Pension Board before the expiration of the sick leave of the disabled employee. In the case where the sick leave of the disabled employee expires before the next scheduled meeting of the Pension Board, the examining physicians must submit their reports and the Pension Board must hold a special meeting within ten (10) days of the request of the City Administrator. They shall submit their recommendation to the City Administrator for his decision.

6.4 DISABILITY RETIREMENT

If the reports of the examining physicians indicate that the disabled employee is mentally or physically incapacitated for duty in his regular position and that the incapacity will probably be permanent, the disabled employee will be retired and pensioned in accordance with the City's ordinance or ordinances providing for retirement allowances and death benefits. However, if a full-time position is available in the City which, in the opinion of the examining physicians, the Pension Board, and the City Administrator, the employee is capable of performing in his incapacitated condition, the full-time position will be given to the disabled employee and he will not be retired. If a position in the City becomes available which in the opinion of the examining physician, the Medical Director of the Pension board, the Pension Board, and the City Administrator that the retired and pensioned employee is capable of performing in his

incapacitated condition, the full-time position will be given to the employee and he will be removed from retirement.

6.5 RETURN TO ACTIVE SERVICE AFTER DISABILITY

When an employee who has been retired due to a duty disability is returned to active service and removed from retirement, he shall receive full seniority rights from his last date of employment before the disability occurred including the time spent on disability retirement. When an employee who has been retired due to a non-duty disability is returned to active service and removed from retirement, he shall receive full seniority rights from the date of employment before the disability occurred, excluding the time spent on disability retirement.

6.6 NOTICE OF SICK LEAVE AND DOCTOR'S CERTIFICATE

References to practicing physician, physician, or doctor in this contract shall mean a licensed Doctor of Medicine (M.D.) or licensed Osteopathic Doctor (D.O.). A written report by a practicing physician may be required after the fifth (5) day of illness. During any illness where sick leave pay is involved, the employee or someone in the employee's household must call his/her Supervisor of Designee as soon as possible before 8:15 a.m. reporting on the employee's condition each day of absence. When sick leave or a leave of absence due to illness is being taken outside of the City, a physician's report will be required monthly, in addition to the initial physician's report. Such report must state the employee's condition with respect to his ability to return to his regular, required duties. When an employee is temporarily residing outside of the City and sick leave credits are about to expire and when the employee may wish to take a leave of absence, the request for such leave of absence must be in writing and must be approved in writing by the Utilities Manager before sick leave expires.

6.7 SICK LEAVE USE

Accumulated sick leave may be used by an employee only in the event of illness or temporary disability rendering the employee incapable of performing his regular duties without limitation of restriction. The City may require a medical or psychological examination for any employee by a doctor selected and paid for by the City at such time as the City shall deem necessary for the safety and welfare of the residents of the City and the maintenance of standards within the Utilities Department. If the results of the examination would affect the employee's ability to work, then the employee can have a second opinion at his expense by a physician of his choice. If there is a difference of opinion by the first two physicians, the employee may be examined by a physician mutually agreeable to the City and the Union. Upon an employee exhausting his sick leave and vacation benefits due to a prolonged illness or disability, said employee shall be granted an unpaid leave of absence upon the employee requesting same in writing prior to the expiration of his sick leave and vacation benefits, and upon furnishing a doctor's certificate attesting to the need for such leave. The term of the leave of absence shall be based on the employee's length of continuous service as follows :

0 to 5 years of service = 3 months leave

5 to 10 years of service = 6 months leave

10 to 15 years of service = 9 months leave

15 or more years of service = 12 months leave

The City shall pay the employee's monthly insurance premium for the first two (2) full months after the start of the leave.

6.8 SICKNESS ON VACATION

Sick leave will not be granted for illness during vacation unless it happens on the first day and unless the employee is still in town and calls his/her Supervisor or Designee on the first morning of what normally would have been vacation.

6.9 SICK LEAVE ABUSE

The Union agrees that it will aid the Employer in every way possible to eliminate abuses of the sick leave provisions as listed in Article 6. Any employee whom the Employer suspects in abusing the sick leave provisions shall be reported to the Bargaining Committee who in turn shall take the matter up with the suspect employee. In the event the sick leave provisions are continuously abused, the Union recognizes that the Employer shall have the right to impose strict controls on sick leave abuse during the life of the Agreement. If it appears that an employee is abusing sick leave, the employee will be counseled that continued abuse of sick leave may result in a requirement to furnish a medical certificate for each subsequent absence on sick leave regardless of duration. If the abuse of sick leave continues, the employee may be notified in writing that for a stated period not to exceed three (3) months all future requests for sick leave must be supported by a medical certificate certifying the incapacitation from duty and the duration of the incapacitation prior to the sick leave being approved. Employees will be required to furnish a medical certificate for each absence on sick leave which occurs on the regular work day before or after a holiday, payday, or when the employee is on vacation.

6.10 SICK LEAVE PAYOFF

An employee whose employment with the City is terminated by job elimination, death, or by Normal Retirement, Immediate Early Retirement, or Deferred Early Retirement under the City Retirement Plan A, Ordinance No. 205A, as amended, shall be paid the equivalent of one-half of his/her unused sick leave accumulated to the time of elimination, death, or retirement. Payment shall be at the employee's regular straight time hourly rate of pay. Payment shall not exceed that for one-half (1/2) of a maximum sick leave accumulation of twenty-nine (29) weeks. Termination Pay shall not be considered compensation for time worked and shall not be included in the employee's earnings when computing "average monthly compensation" for pension benefit purposes. It shall not be subject to the employee's three (3) percent contribution to the pension fund. Employees electing to take a Deferred Withdrawal under the terms of City of Niles Retirement Plan A, Ordinance No. 205A, as amended, shall not be eligible for Termination Pay. For the purposes of this Section, Termination Pay is limited to that portion of accumulated sick leave payable hereunder.

6.11 FAMILY MEDICAL LEAVE

In accordance with federal law, eligible employees will be entitled to 12 weeks (consecutive or non-consecutive) of family and medical leave (hereafter "leave") in any 12-month period, beginning with the first day of leave. The following conditions and guidelines must be met :

6.11.1 EMPLOYEE ELIGIBILITY

An employee will be eligible for leave if the employee :

- A). Has been employed by the City of Niles (the "City") for at least 12 months.
- B). Has worked at least 1,250 hours during the previous 12 months.
- C). Is employed at a location at which (by itself or considered together with other facilities within 75 miles of that location) the City employs 50 or more employees.

6.11.2 ENTITLEMENT TO LEAVE

- A). Leave can be taken for the following reasons :
 - 1). The birth of a child to the employee.
 - 2). The placement of a child with the employee for adoption or foster care.
 - 3). To care for an immediate family member (spouse, child or parent of employee) with a serious health condition (A serious health condition is an illness, injury, impairment, or physical or mental condition that involves care in a hospital, hospice, or residential medical care facility, or continuing care by a health care provider).
 - 4). To take medical leave when the employee's own serious health condition renders the employee unable to perform the regular functions of the employee's position.
- B). If both spouses are employed by the City, the aggregate number of leave weeks to which both employees are entitled for birth, placement for adoption or foster care, or illness of a parent (not a parent-in-law) is limited to 12 weeks during any 12-month period.
- C). Leave on an intermittent or reduced schedule basis :
 - 1). Leave taken because of a serious condition of the employee, or of the employee's child, spouse, or parent, may be taken on a reduced or intermittent schedule when medically necessary. The City may require the employee taking the leave for these reasons to transfer temporarily to an alternative available position with equivalent pay and benefits that better accommodates recurring periods of leave.
 - 2). Leave taken for birth or for placement for adoption or foster care of a child cannot be taken on an intermittent or reduced leave schedule (unless the child also has a serious health condition within the meaning of this policy).
- D). Leave taken for the birth or placement for adoption or foster care of a child must be taken within 12 months of the date of the birth or placement.

6.11.3 COMPENSATION AND BENEFITS DURING FAMILY MEDICAL LEAVE

- A). All earned vacation days, sick days leave, and other forms of City-paid or permitted leave to which an employee requesting leave is entitled must be used first. Any remaining leave time under this policy will be unpaid leave.
- B). While on leave, an employee's health insurance benefits will continue under the same terms and conditions as prior to the leave, including continuing responsibility for any applicable employee premiums.
- C). If an employee fails to return from leave, the employee must repay the City for health insurance premiums which the City paid to maintain the employee's coverage while the employee was on leave, unless the failure to return from leave is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. The City may require the employee to provide certification of the foregoing circumstances.

6.11.4 NOTICE AND CERTIFICATION REQUIREMENTS

- A). If the reason for the leave is foreseeable, the employee shall provide not less than 30 days notice. If an employee fails to give 30 days notice for foreseeable leave and has no reasonable excuse for the delay, the start of the leave may be delayed until 30 days after the date of the employee notification.
- B). If the reason for leave is not foreseeable, the employee shall notify the City as soon as practical, which will ordinarily be no more than one to two business days of when the employee learns of the need for the leave.
- C). Leave taken due to a serious health condition of a son, daughter, spouse, parent, or employee must be supported by a certificate from a health care provider. The City reserves the right to require additional certification and periodic re-issuance of certifications as permitted under the Family Medical Leave Act.
- D). Any falsification of a request for leave of absence or of any certifications required pursuant to this policy will be considered grounds for discharge.

6.11.5 RESTORATION FROM LEAVE / ADDITIONAL LEAVE

- A). When returning from leave, an employee will be returned to the same or an equivalent position with equivalent pay, benefits and other terms and conditions of employment, subject to the other provisions of this policy.
- B). The granting of a leave of absence under this policy does not entitle the employee to any additional right, benefit, or position of employment, other than those to which the employee would have been entitled had the employee not taken leave. If a reduction in force, department closing, or other similar event occurs while the employee is on leave, the employee's right to reinstatement and to continuing benefit coverage will be the same as it would have been if the employee had not been on leave at the time of the event.
- C). Before an employee may return from a leave taken because of the employee's own serious health condition, the employee must furnish the City with a certification from the employee's health care provider stating the employee is able to resume work.

- D). Failure to return to work at the expiration of an approved leave of absence will result in immediate termination, unless a properly authorized extension has either been granted or has been sought and not yet acted upon.
- E). Any employee who has exhausted accumulated paid sick days or paid vacation through the use of leave under the FMLA may request his/her supervisor for additional time off without pay which time off does not qualify as FMLA leave. Any such request shall specify the dates of such leave and shall require the prior approval of the City Administrator, who may or may not approve it and may or may not attach certain conditions for approval.

6.11.6 EFFECT OF OTHER LEGAL OBLIGATIONS

- A). It is the intent of the City to comply with all applicable federal, state, and local laws pertaining to leave, disability and reinstatement rights, including but not limited to the Americans with Disabilities Act. If any aspect of this policy offers lesser benefits of protection than any other law governing such rights, it is the intent of the City to comply with such laws.

7. ACCIDENT CASES RECEIVING WORKER'S COMPENSATION

7.1 ACCIDENT CASES

All employees receiving worker's compensation insurance for injuries sustained in the course of regular employment will be given the difference between such compensation and the employee's net regular pay for a period not to exceed six (6) months, provided the Employer's doctor certifies that the employee cannot return to work. The Employer shall have the right to require an employee on worker's compensation to have a physical / mental examination at times periodically designated by the Employer. The Employer shall designate the physician and pay all costs related to the doctor's examination. Death shall terminate this clause.

7.2 TERMS OF PAYMENT

In order to be eligible for full "on the job" injury pay, employees must endorse and deliver their worker's compensation check to the Finance Officer immediately upon receipt.

8. FUNERAL LEAVES

8.1 FUNERAL LEAVES

Pay will be given for all time off for funerals as follows, providing the employee attends the funeral:

- (a). Three (3) days maximum off for funeral of current spouse, child, current stepchild, father, current stepfather, mother, current stepmother, current father-in-law, current mother-in-law, brother, sister, employee's grandparents, grandchild and a relative who is a member of the household.
- (b). One (1) day maximum off for brother-in-law, sister-in-law, spouse's grandparents, current stepbrother and stepsister, and current son-in-law and current daughter-in-law.

- (c). Employees are not required to take the maximum allowable time off with pay.
- (d) The Employer may require verification of the death and/or the relationship between the employee and the deceased, at its discretion, following the leave and before making the funeral leave payment. To be eligible for funeral leave pay, the employee is to notify his/her Supervisor or Designee as soon as possible under the circumstances, prior to taking the time off, so that the employee's work can be covered by another employee in his absence.
- (e) One (1) Union representative employed by the Utilities Department will be allowed to attend the funeral of an employee of the Utilities Department without loss of pay not to exceed four (4) hours.

9. WAGES

9.1 INCREASES IN HOURLY RATES

Effective October 1, 1994 through September 30, 1995 there shall be an increase of \$0.35 per hour for every person covered by this Agreement. Effective October 1, 1995 through September 30, 1996 there shall be an increase of \$0.35 per hour for every person covered by this Agreement. Effective October 1, 1996 through September 30, 1997 there shall be an increase of \$0.40 per hour for every person covered by this Agreement. Effective October 1, 1997 through September 30, 1998 there shall be an increase of \$0.45 per hour for every person covered by this Agreement. The following tabulation shows the dollar value for all increased hourly rates for all classifications :

<u>CLASSIFICATION GRADE</u>	<u>10-1-94</u>	<u>10-1-95</u>	<u>10-1-96</u>	<u>10-1-97</u>
11	\$10.51	\$10.86	\$11.26	\$11.71
10	\$10.43	\$10.78	\$11.18	\$11.63
9	\$10.06	\$10.41	\$10.81	\$11.26
8	\$9.72	\$10.07	\$10.47	\$10.92
7	\$9.35	\$9.70	\$10.10	\$10.55
6	\$8.99	\$9.34	\$9.74	\$10.19
5	\$8.64	\$8.99	\$9.39	\$9.84
4	\$8.27	\$8.62	\$9.02	\$9.47
3	\$7.91	\$8.26	\$8.66	\$9.11
2	\$7.56	\$7.91	\$8.31	\$8.76

10. HOURS OF WORK

10.1 REGULAR SCHEDULE

The payroll week shall begin at 12:00 midnight on Sunday night and continue until 12:00 midnight the following Sunday. The regular work week shall be from Monday through Friday with the work day hours scheduled to conform to the daytime schedule of the Niles business & industrial community. The work day hours are normally from 8:00 am to 5:00 PM. The regular work week shall be forty (40) hours commencing with the employee's starting time and shall consist of eight (8) hours per day and five (5) days per week. As the need may arise, positions with working hours outside of this schedule may be posted and if filled shall be considered legitimate working schedules under this Agreement. Wage rates for such positions with working hours outside of this schedule shall be mutually agreeable.

10.1.1 OVERTIME WORK

The regular work week is forty (40) hours. All hours worked in excess of the scheduled forty (40) hours during any one (1) week will be compensated at time and a half. All hours worked in excess of eight (8) hours in one (1) day will be compensated at time and a half. Where a holiday falls in a regular work week, the time which would ordinarily have been worked on such holiday will be included in computing the forty (40) hour straight time. Double time will be paid for work on Sundays. The work week is defined as the week starting at 12:00 midnight on Sunday night. The allowance for an overtime premium pay on any hour excludes that hour from any consideration for overtime premium pay on any other basis, thus eliminating duplication of overtime premium pay.

10.2 TIME ACCOUNTABILITY

The Employer shall have the right to establish policy with regard to providing accurate accountability for employee's time and the employees shall be required to comply with the policy. Employees shall be allowed a reasonable break time at or near the mid-point of the first and second half of their shift. It is incumbent upon the employee's honor not to abuse this privilege, otherwise it will necessitate that the City take whatever action it deems appropriate to eliminate the abuse. Break and lunch times are to be taken at times convenient to the efficient operation of the Office with employees recognizing that they will not be able to take their lunch or mid-shift breaks until the urgent or critical aspect of their work has been completed.

10.3 REPORT-IN TIME

An employee reporting for scheduled or prearranged work, other than scheduled hours, who has not been notified not to report to work because of inclement weather or other reasons, shall be given two (2) hours of work at the applicable overtime rate, provided the employee reported his phone number or has given a system for an immediate response as required by Section 11.8

10.4 HOLIDAY WORK

Under normal conditions, work will not be required and straight time will be paid for the following holidays :

New Year's Day	Thanksgiving Day
Good Friday	Friday Following Thanksgiving Day
Memorial Day	December 24th
Fourth of July	Christmas Day
Labor Day	

When any holiday except Christmas Eve falls on Sunday, it will be taken on Monday. When any holiday except Christmas Eve falls on Saturday, time will be given off on Friday. When Christmas Eve falls on Friday, Saturday, or Sunday, pay for eight (8) hours straight time will be given rather than time off on another day. In order to receive pay for a holiday, any employee not on sick leave, funeral leave, or vacation must work the last scheduled working day before and the first scheduled working day after the holiday, unless excused in advance by Supervision. Employees will be paid for required holiday work an additional double time on Sunday or time and one-half on any other day in the week, with a minimum of two (2) hours straight time per call for all emergency work. Refusal to comply with a call for holiday work will be grounds for disciplinary action and repeated refusal will be grounds for discharge.

10.5 PERSONAL DAYS

On each anniversary date of employment, each employee will be credited with three (3) personal days. Personal days may be taken with permission from the immediate Supervisor or Designee by making application for the personal day at least five (5) working days prior to the date of the desired personal day. In an emergency, the Supervisor or Designee may waive the five (5) day notice requirement. Neither the employee nor the City will be arbitrary or unreasonable in requesting or granting personal days respectively.

11. GENERAL PROVISIONS

11.1 JOB VACANCIES

Job vacancies shall be posted for a period of not less than three (3) working days. Employees bidding on any posted vacancy shall be notified within one (1) week from the date such posting time limits expire as to the award or disposition of the job bid. The time limits set herein may be changed by mutual agreement.

11.2 PERMANENT TRANSFERS

Employees will not be permanently transferred from one Department of the City to another or from one Division of the Utilities Department to another unless such transfer is acceptable to the employee.

11.3 MANAGEMENT WORKING

The Finance Officer, Office Manager and other Supervisors shall not normally do Bargaining Unit work, except as may be required in an emergency, for training or testing purposes, for the purpose of instructing other employees, or when the regular employee is not immediately available.

11.4 OVERTIME EQUALIZATION

Overtime work shall be distributed as equally as possible among employees performing the same work or service based on the employee's availability at the time the work is performed, provided the employee is fully qualified and capable of performing the work at the time.

11.5 UNION / MANAGEMENT SAFETY COOPERATION

The Union and the City shall establish a Joint Safety Committee. The Committee shall consist of two (2) representatives of the Employer and two (2) members of the Union. The Joint Committee may meet monthly during working hours. The Union members shall be paid by the City for time spent attending these meetings. The Safety Committee shall act in an advisory capacity. The City shall take minutes of these meetings and provide a copy to the Union. The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The City shall furnish all or part of such protective devices and equipment as the Employer deems is reasonably necessary to properly safeguard the health of the employees and protect them from injury. The City shall conduct monthly safety meetings with all the employees of the City covered by this Agreement during working hours. These meetings may be canceled by the Union and the City by mutual agreement.

11.6 JOINT CIVIL RIGHTS COMMITTEE

The Union and the City shall establish a Joint Civil Rights Committee consisting of two (2) members of the Union and two (2) representatives of the City. This Committee shall meet to discuss issues as they arise. These meetings shall be held during working hours and the Union members shall be paid by the City for time spent attending these meetings.

11.7 COPIES OF AGREEMENT AND BOOKLETS

The City shall provide one copy each of the Labor Agreement, Pension, and Insurance Coverage to each employee at no cost to the employee when requested after copies of the Labor Agreement, Pension, and Insurance Coverage are received by the City.

11.8 ADDRESSES AND TELEPHONE NUMBERS OF EMPLOYEES

Each employee covered hereby, whether on or off the active payroll of the Employer, shall keep the Employer advised of his correct mailing address and of his phone number or a system for an immediate response. Any change in the mailing address, telephone number, or immediate response system shall be reported to the Employer as herein provided within five (5) working days of such change. Failure to comply with the above requirements may be grounds for disciplinary action and repeated failure may be grounds for discharge.

11.9 RULES OF CONDUCT

The Employer shall have the right to make such additional rules and regulations not in specific conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operation. The Employer agrees to post such rules or regulations for a reasonable period of time near the time clocks or on bulletin boards before enforcing the new or modified rule or regulation. In the event the Union disputes the reasonableness of any such rule, such matter shall be a proper subject for the grievance procedure commencing at Step 1.

11.10 SUBCONTRACTING

The Employer reserves the right to subcontract Bargaining Unit work as it has in the past. Except for emergency work, the Utilities Manager and City Administrator shall consult with the Union Committee before entering into any contracts for work normally performed by the Bargaining Unit.

11.11 BARGAINING RESPONSIBILITIES

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

11.12 JURY / WITNESS

A leave of absence shall be granted to any employee called for jury duty or subpoenaed to appear before a court of competent jurisdiction to give testimony. The employee shall be compensated for the difference between the employee's straight time pay and the pay received from the court or subpoena fee (not including travel allowance or expense reimbursement) for each day the employee is required to perform such duty. This provision shall not apply to any employee who is giving such testimony in an action where the employee, employees, or the Union bring or is a party to such action against the Employer. Employees released from the duty during this scheduled work day must report for duty with Employer as soon as reasonably possible upon being released by the court in order to receive pay therefore.

11.13 ENTIRETY OF AGREEMENT

The provisions herein contained and the appendixes attached hereto constitute the entire Agreement between the parties. It is expressly understood, however, that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

11.14 SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request to either party hereto, the Employer and the Union shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provision.

11.15 PENSION PLAN

The City agrees to continue the pension plan (Plan A) covering City employees as it exists as of the date of the execution of this Agreement, in accordance with the City Ordinances, and the terms and conditions of the Plan with the following change.

11.15.1 DEFERRED WITHDRAWAL BENEFIT

The first paragraph of Section 4.5 (DEFERRED WITHDRAWAL BENEFIT) of the pension ordinance shall be changed to read ten (10) or more years of credited service instead of fifteen (15) or more years of credited service.

16 HEALTH, DENTAL, DRUG AND LIFE INSURANCE

The City agrees to provide health, dental, drug and life insurance, comparable to that in existence of the date of execution of this Agreement with the following changes:

- 1). The prescription drug program will offer "mail order" prescriptions for \$0. The \$3.00 per prescription co-payment will remain in effect for all other prescriptions.
- 2). Pre-certification will be required for all non-emergency surgery and hospital admissions. Beginning 6/1/95, a forty-eight (48) hour call-in will be required with a \$100 penalty. Beginning 6/1/96, the call-in period will be twenty-four (24) hours and the penalty will be one day's stay for inpatient care and 20% reduction for outpatient care costs.
- 3). Effective 6/1/95, the current hospital and physician benefits will be included under Major Medical, thereby subject to deductibles and co-pays.
- 4). Effective 6/1/95, deductibles will increase to \$200 per person and \$600 per family with an out-of-pocket maximum of \$750 and \$2,250 respectively (excluding deductibles). Effective 6/1/96, deductibles will increase to \$250 per person and \$750 per family with out-of-pocket maximum of \$1,000 and \$3,000 respectively (excluding deductibles).
- 5). Active employees have life insurance coverage equal to \$20,000 per person.

11.17 RETIREE INSURANCE

Effective June 1, 1995, all retirees will be offered health insurance under a separate plan with the same benefits as the Union negotiates for all active members. Employees that retire on or after age 62, pursuant to the City's retirement program, on or after June 1, 1996 will have only 50 % of their health insurance paid by the City until they are eligible for Medicare.

A person retired from employment with the City may purchase, through the City at the retired employee's expense, insurance to cover the retired employee and the retired employee's dependents, providing that the City is able in good faith to make such insurance available.

This Section of the Agreement excludes deferred retirement individuals.

11.18 RETIREE DEATH BENEFIT

This \$5,000 benefit will be eliminated for all new retirees effective with the ratification of this Agreement. Existing retirees will continue to receive this benefit.

11.19 USE OF CITY OF NILES FACILITIES AND EQUIPMENT

The City shall have the right to establish and/or amend from time to time, its policy with regard to use of City facilities and equipment by employees for their personal use.

12. DRUG AND ALCOHOL POLICY

12.1 PURPOSE OF POLICY

The City is charged with responsibility of providing for the safety and well being of all employees and the public. In fulfillment of their responsibility, the City is committed to the maintenance of a drug and alcohol free work place. In furtherance of their commitment, the City has adopted the following drug and alcohol policy.

12.2 POLICY CONTENT

All approved applicants for employment with the City must, prior to being hired, submit to appropriate body fluid test, administered by a Medical Doctor or Medical Clinic, selected by the City. The City shall pay the cost of said testing and the applicant must sign the appropriate release forms allowing the Doctor or Medical Clinic to release the results of said testing to the City.

Drinking, possessing, ingesting, reporting for work while under any influence of alcohol, drugs or other controlled substances without a current valid prescription is strictly prohibited on City time, premises or equipment.

If an employee is using drugs or controlled substances, the use of which is legal and dispensed to said employee via a valid medical prescription in the employee's name, he/she must notify their Supervisor at the beginning of the work day on the first work day the employee is taking the prescribed drug with correspondence from the prescribing doctor or pharmacist listing any and all known side effects which might be caused by the drug.

If City management has reasonable cause to believe, based upon observation, or information, that an employee while present on the City's property and/or while working for the City is influenced by the use of illegal/controlled drugs or alcohol the following procedure will be followed :

1. The employee under suspicion will be given an immediate hearing with the following persons present :
 - (i). Employee
 - (ii). The employee may request his/her Union representative
 - (iii). Employee's Supervisor
 - (iv). Other management representatives deemed necessary
2. If management has reason to believe the employee may be under the influence of drugs or alcohol they may request the employee to undergo drug and/or alcohol testing in accordance with the procedures contained herein. Should the employee refuse to undergo testing, said employee will be presumed to have violated this policy and thus subject to discipline up to and including discharge. Should the employee agree to testing, he/she must agree to release the test results to the City. The City shall arrange for the testing and shall transport the employee to the test. The employee shall be suspended with pay during the testing procedures and while waiting for the test results. If the test result is a positive result indicating drugs or alcohol, the Employer shall deduct the time paid while on suspension from the employee's final pay check.

12.3 VIOLATION OF THIS POLICY

Violation of any of the provisions of this policy shall subject said violating employee to immediate discipline up to and including discharge.

12.4 TESTING PROCEDURES AND PROTOCOL

All drug and alcohol testing shall be conducted by a laboratory or testing facility which has been approved by the Department of Public Health of Michigan, or which meets the standards set out in 49 CFR sub Part C, and shall be paid for by the Employer.

Preliminary urine testing may be done by Immunoassay procedures, but samples testing positive from such preliminary screening tests shall be subjected to an additional confirmatory gas chromatography / mass spectrometry (GC/MS) test. No urine test shall be reported positive until confirmation by such GC/MS testing. In addition, the laboratory shall retain a portion of the initial sample to be made available on request to the employee for independent confirmatory tests at the employee's expense at a laboratory of the employee's choice.

Collection and processing procedures for the types of tests covered by this policy shall be done substantially in accordance with those procedures in 49 CFR Part 40, including Sub Part A, B, and C to insure that samples are not tampered with during, or after collection.

The confirmatory positive test result "cut-off" levels shall be as provided in 49 CFR 40.29 (f) as set out in the following table :

GC/MS CONFIRMATION TEST

Marijuana Metabolite	15 ng / ml
Cocaine Metabolite	150 ng / ml
Opiates :	
Morphine	300 ng / ml
Codeine	300 ng / ml
Phencyclidine (PCP)	25 ng / ml
Amphetamines :	
Amphetamine	500 ng / ml
Methamphetamine	500 ng / ml

Only specimens confirmed as positive by the GC/MS test procedure shall be reported as positive for controlled substances by the testing laboratory. Test results shall be reported to the Medical Review Officer substantially in accordance with the procedures set out in 49 CFR 40.29. The Medical Review Officer shall review the results reported from the laboratory substantially in accordance with the procedures set out in 49 CFR 40.23

13. DURATION AND EFFECTIVE DATES

13.1 EFFECTIVE DATE

Except as herein otherwise expressly provided, all of the provisions of the Agreement between the City of Niles and the United Steelworkers of America, AFL-CIO-CLC shall be in full force and effect beginning 1 October 1994, and shall continue in full force and effect until midnight 30 September 1998, and thereafter for successive one (1) year periods unless one of the parties hereto on or before the sixtieth (60) day preceding 31 July 1998 or July 31st of any successive year, shall notify the other party hereto in writing of its desire to modify or terminate the same.

14. ORDINANCES

14.1 APPLICATION OF ORDINANCES

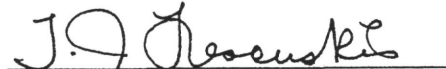
No part of any ordinance relating to the Working Schedule of City employees is to apply to this Agreement except for those established by negotiation between the United Steelworkers of America, AFL-CIO-CLC and Local Union No. 13729, and the City of Niles.

16. ACKNOWLEDGMENT

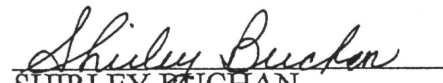
16.1 ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 13th day of July, 1995.

FOR THE :
UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC


T. J. LESAUSKIS
STAFF REPRESENTATIVE,
DISTRICT 29


JAMES CROCKER
LOCAL UNION NO. 13729
PRESIDENT


SHIRLEY BUCHAN
NEGOTIATING COMMITTEE

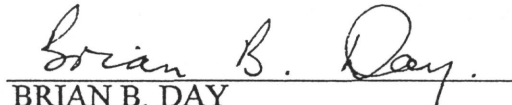

MARCHELE KLINE
NEGOTIATING COMMITTEE

FOR THE :
CITY OF NILES



DANIEL EYCLESHYMER, MAYOR


RUTH HARTE
CITY CLERK

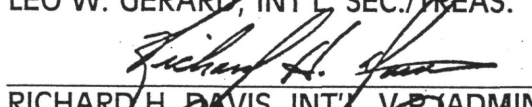

BERNARD VAN OSDALE
CITY ADMINISTRATOR

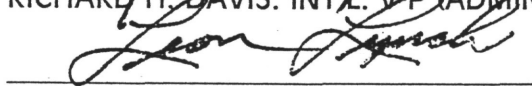

BRIAN B. DAY
UTILITIES DEPARTMENT MANAGER

EXECUTIVE BOARD:


GEORGE F. BECKER, INT'L. PRESIDENT


LEO W. GERARD, INT'L. SEC./TREAS.


RICHARD H. DAVIS, INT'L. V-P (ADMIN.)


LEON LYNCH, INT'L V-P (HUMAN AFFAIRS)


HARRY E. LESTER, DIRECTOR, DIST. 29/2