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6/30/96

LABOR AGREEMENT
between
THE CITY OF PORTAGE
and
TEAMSTERS, LOCAL 214

Portage, City of

From
July 1, 1994
to
June 30, 1996

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AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 1995, by and between the CITY OF PORTAGE, hereinafter referred to as the Employer, and LOCAL UNION NO. 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, INDEPENDENT, hereinafter referred to as the Union:

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1 - Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all of its full-time truck drivers, equipment operators, mechanics, laborers, maintenance employees and meter readers in the Water & Sewer Departments and in the Parks, Streets and Garage Divisions of the Department of Public Services in the City of Portage, Michigan, excluding guards, professional employees, technical employees, clerical employees, customer service and part-time, temporary and seasonal employees, co-op students and all other employees and supervisors as defined in the Act.

Section 2 - 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 operations and the employees are vested solely and exclusively in the Employer.

Section 3 - The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, marital status, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union.

Section 4 - The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage

in Union activity during working hours. There shall be no Union meetings held on City property unless authorized in writing by the Employer.

Section 5 - Representatives of the International Union who wish to discuss matters with an on-duty employee will be permitted to do so after notifying the department head or someone by him designated who shall make the necessary arrangements, provided said Business Representative complies with the uniformly required safety and health standards applicable to all visitors.

(a) The Union shall have the right to elect or designate one (1) steward and one (1) alternate steward from each division, one of whom shall be designated chief steward and the alternate steward shall function in the absence of the regular steward for the purpose of representing the employees from the streets division, utilities division and the parks, grounds and cemetery maintenance divisions, all of whom shall have completed their probationary period.

(b) The Union shall inform the Employer in writing as to who has been appointed or elected stewards and alternate stewards for the bargaining unit.

(c) The Union shall be represented by a bargaining committee composed of the three (3) divisional stewards. Up to two (2) members of the bargaining committee shall suffer no loss of pay from their regularly scheduled work for time necessarily spent on negotiations between the parties for a new collective bargaining agreement, provided a written request is submitted to the employee's immediate supervisor at least three (3) working days prior to the scheduled negotiation session. Such time necessarily spent shall not include preparation time in advance of the beginning of the scheduled negotiations or preparation time after negotiations have adjourned.

(d) The Union shall have the right to elect five (5) representatives to the safety committee. The interests of employees assigned to the Parks Department, the Streets Division, the Equipment Division, the Sewer Division, and the Water Division will be represented.

Section 6 - In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1 - A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2 - An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within twenty-four (24) hours after he has knowledge of the event or should have had knowledge of the event upon which

his complaint is based. The supervisor shall give the employee a verbal answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. It is understood and agreed that employees who fail to discuss their complaint orally with their immediate supervisor shall forfeit their right to proceed to any other step in the grievance procedure and said complaint shall have been deemed withdrawn.

FIRST STEP - To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, on forms provided by the Union, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the department head or his designee within seven (7) calendar days after the occurrence of the event upon which it is based. The department head or his designee shall investigate the grievance and give a written answer to the aggrieved employee within seven (7) calendar days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the department head.

SECOND STEP - If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union shall notify the Personnel Director in writing within seven (7) calendar days after receipt of the written First Step answer of a desire to appeal the grievance to the Second Step. If such written request is made, the Personnel Director and/or his designated representatives shall meet with the Union Steward and/or Business Representative and, if the grievant so requests, the grievant within seven (7) calendar days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union steward within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory, the Steward and/or the Business Representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Personnel Director.

THIRD STEP - If the grievance has not been resolved in the foregoing steps, either the Employer or the Union shall have the right to process the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then pertaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Employer's decision in Step Two of the grievance procedure. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Personnel Director and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any

provision of this Agreement or to rule on any claim for money or benefits arising under a Retirement claim or dispute, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge or suspension that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. Payment of the expenses and fees of the Arbitrator and the American Arbitration Association shall be the sole responsibility of the party which the Arbitrator rules against. The Employer shall bear the cost of the expenses and wages of its representatives and witnesses to the arbitration proceeding. No more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 3 - Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 4 - The Chief Steward will be allowed the necessary time to investigate and process grievances during his regularly scheduled working day without loss of pay and while meeting with management's representatives as provided for in the grievance procedure provided, he first submits a request to the department head to be excused from his work, which request must state the matter to be investigated. The request will be granted when any and all urgent or critical aspects of his job have been completed. It is understood and agreed that in the event the department head feels the Chief Steward is abusing this provision, the Business Representative will be notified in writing and shall within thirty (30) days of such notification, respond to the City in writing of the steps he has taken to correct the situation. In the event the Chief Steward continues to abuse this provision, the department head shall so notify the Chief Steward and this provision will be suspended for the duration of this contract. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled working hours.

Section 5 - Whenever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday excluding any holidays specified in the Agreement. Whenever used in this Agreement, the word "emergency" shall be defined as a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity.

ARTICLE III - DISCHARGE CASES

Section 1 - The Employer agrees that employees shall not be discharged without cause from and after the date of this Agreement, but that in all instances in which the Employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. In all cases of suspension the Employer shall allow the suspended employee an opportunity to discuss his suspension with his steward before being required to leave the property of the Employer. Such initial suspension shall be for not more than three (3) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period. During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting with the Union's Grievance Committee, his immediate supervisor and the department head. After such hearing, or if no such hearing is requested, the department head shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee, other than grant employees covered by Section 3 below, believes he has been unjustly disciplined, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Personnel Director pursuant to Step Two of the grievance procedure within two (2) working days after the department head makes his decision as set forth above.

(a) The Employer agrees to promptly notify the Union steward of such suspension or discharge.

(b) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 2 - In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge, less such straight time compensation as he may have earned at other employment during such period.

Section 3 - In the event an employee hired pursuant to a specific grant, fund or program is discharged and a grievance procedure is provided under the program, he must utilize that procedure rather than the one provided in this Agreement.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1 - The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2 - Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether an employee has engaged in such prescribed activity shall be deemed a proper subject for the grievance procedure.

ARTICLE V - SENIORITY

Section 1 - Seniority shall be defined as an employee's length of continuous, full-time employment with the City since his last hiring date as a regular, full-time employee. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular full-time employee at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2 - All new regular full-time employees shall be probationary employees until they have actually worked ninety (90) days for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. During the probationary period, the employees shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

(a) A regular full-time employee shall be defined as one who is normally scheduled to work at least forty (40) hours per week.

(b) A regular part-time employee shall be defined as one who is normally scheduled to work less than thirty-two (32) hours per week. Part-time employees shall be allowed to participate in vacations, holidays, insurance and the pension program on a pro-rata basis to the number of hours they are normally scheduled to work.

(c) A temporary employee shall be defined as one who is hired for a specific job or for a period of time not to exceed sixty (60) days. Temporary employees shall not be covered by this Agreement.

(d) A co-op student is one who is on a program which allows him to attend school and work at the same time. Co-op students shall not be covered by this Agreement.

(e) A seasonal employee shall be defined as one who is hired for a period of time which shall not exceed twenty (20) weeks unless deemed necessary by the City and after consultation with the local union committee. Seasonal employees shall not be covered by this Agreement.

Section 3 - An employee's seniority shall terminate:

(a) If he or she quits, retires or is justifiably discharged.

(b) If, following a layoff for lack of work or funds, he or she fails or refuses to notify the City of his intention to return to work within ten (10) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or, having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

(c) If he or she is absent for two (2) consecutive regularly scheduled working days without notifying the Department Director prior to or within such two (2) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.

(d) When he or she has been laid off for lack of work or funds for a period of twelve (12) or more consecutive months.

(e) In the event an employee desires to work for another employer he must first notify the Director of Personnel and his department head in writing, stating where he or she will be performing and the telephone number the employee can be reached at in case of the necessity for him to report for work. In the event the job being performed conflicts in any way with the City of Portage or adversely affects the employee's attendance or capability to perform his assigned duties, he or she shall be notified by his department head to immediately terminate his employment with either the other employer or the City of Portage. In the event the employee desires to appeal the decision of his department head, he or she may do so by submitting his reason in writing to the Director of Personnel, who shall make a final determination.

Section 4 - For purposes of promotional opportunities and filling permanent vacancies in current classifications or openings in new classifications, the Employer will maintain an up-to-date Seniority list, a copy of which will be posted on the

appropriate bulletin board each six (6) months. The names of all employees who have completed their probationary periods shall be listed on these Seniority lists, which shall be posted in a conspicuous position at the place of employment. Since the Employer has the right to assign Laborers within any Department, Laborers may not "bid" for a Laborer position in the Department in which they are employed. Laborers "red-circled" into the H-20 job classification grade who bid on Laborer positions shall, if successful, receive the H-18 rate.

(a) When a permanent vacancy or opening occurs in any job classification, such vacancy shall be posted on the City's bulletin board for a period of three (3) regularly scheduled working days during which time all employees who have completed their probationary period and who desire to bid for such vacancy shall so indicate by signing the posting.

(b) From among those employees who sign the job posting, the vacancy or opening shall be filled by the employee who, in the judgment of the Employer, has the ability required to satisfactorily perform the job, in the following order of preference:

(1) An employee whose job is being eliminated or who is being displaced from his/her job classification, in order of seniority;

(2) Employees in order of upward bids by seniority, then lateral bids by seniority, and finally downward bids by seniority.

(c) An employee who is awarded a job through the bidding procedure and who subsequently demonstrates that he or she is unable to satisfactorily perform such a job or indicates a desire not to continue on such job, during the first ninety (90) days on the job, shall be returned to the job from which he or she bid and shall not be entitled to bid on another job within six (6) months thereafter. In the event of such setback the job shall be reposted.

(d) If the steps outlined in subparagraphs (b) and (c) have been followed, and there are no bidding employees who, in the judgment of the Employer, have the ability required to perform the job, the Employer shall have the right to fill such job by hiring qualified employees from the outside, or by assigning non-seniority employees to fill the job. Employees so filling such job shall not be subject to being bumped by any other employee who was not in his or her job classification or a higher rated job classification at the time of such posting during the first six (6) months following such employee's date of hire.

Section 5 - When it becomes necessary to reduce the size of the work force, temporary, seasonal, part-time and probationary employees shall be laid off first,

providing there are employees with seniority who are available and have the then present ability to satisfactorily perform the work of the temporary, seasonal, part-time or probationary employees without break-in or training. Thereafter the employees with the least seniority shall be the ones laid off, providing there are senior employees available to perform the required work who have the then present ability to satisfactorily perform the work of such junior employees without break-in or training. In the event there are no senior employees available to perform such work who have the then present ability to satisfactorily perform the same without break-in or training, then the junior employees shall be retained and the next least junior employee shall be laid off.

(a) If it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such job classification shall be the ones removed therefrom. Employees thus removed from the job classification shall exercise their seniority in any lateral or lower rated classification, seniority permitting, which work such replacing employee has the then present ability to satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall exercise the same right as set forth above.

Section 6 - When recalling employees to work following a layoff, the senior employee on layoff status who has the then present ability to satisfactorily perform the available work without break-in or training shall be the first recalled.

Section 7 - By mutual agreement of the Employer and the Union, an employee who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned, in line with his seniority and ability, to an open job he is capable of satisfactorily performing or may displace an employee with the least seniority in a job classification he is capable of satisfactorily performing at the applicable rate of pay therefor.

Section 8 - For the purpose of layoffs for lack of work or funds and recalls to work following such layoffs, the Chief Steward shall be considered as being at the top of the seniority list. The Chief Steward shall be the last employee to be laid off for lack of work or funds and the first recalled following such layoffs, provided always that they must have the present ability to satisfactorily perform the available work without training. It is understood the seniority referred to in this section is solely for the purpose of retaining a job with the City and under no conditions can it be exercised for job or shift preference under any of the terms and provisions of this Contract.

Section 9 - Employees hired pursuant to a specific government grant, fund or program shall be subject to unilateral job termination by the Employer when the funds for the position expire or termination is otherwise required by the terms of the grant, fund or program. Such employees shall not be subject to the seniority provisions of this Agreement.

ARTICLE VI - LEAVES OF ABSENCE

Section 1 - The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority for an employee who has completed his probationary period, provided in the judgment of the Employer, such employee can be spared from his work.

Section 2 - An employee who, because of illness, accident or pregnancy is physically unable to report for work shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or continuation of such absence when the same is requested by the Employer, and all sick leave has been exhausted.

Section 3 - A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or other applicable laws then effective.

Section 4 - Requests for leaves of absence must be made in writing to the Employer five (5) days prior to the start of the anticipated leave of absence, except where it is impossible to do so.

Section 5 - Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the City (40 hour week) had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year.

ARTICLE VII - HOURS OF WORK

Section 1 - The normal hours of work shall be eight (8) hours per day and forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

- (a) The normal starting time for the day shift shall be 7:30 a.m.

(b) It is understood and agreed that of necessity the work day and work week for some positions will vary from the normal schedule.

Section 2 - Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight (8) hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at this time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for the unpaid lunch period at or near the midpoint of their eight (8) hour shift.

(b) In the event the Employer deems it necessary to establish a second or third shift in any or all sections or departments, it shall have the right to do so only after first consulting with the local union committee. A shift premium of thirty cents (\$.30) per hour in addition to the employee's regular rate will be paid to all employees who are permanently scheduled or replacing an employee who is permanently scheduled to work the second or afternoon shift. A shift premium of thirty-five cents (\$.35) per hour in addition to the employee's regular rate will be paid to all employees who are permanently scheduled or replacing an employee who is permanently scheduled to work the third or night shift. Such premiums shall be added to the straight time hourly rate of pay before the computation of any applicable overtime payments.

ARTICLE VIII - WAGES

Section 1 - The job classification, rate changes and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2 - If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent.

Section 3 - It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be

required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4 - Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned and thereafter, while occupying such classification, shall be advanced to the next incremental step in the applicable rate range not later than the anniversary dates of their employment. Such advancement to the next incremental step shall occur only after the employee has completed twelve (12) actual months of work.

Section 5 - Employees paid on an hourly basis and who work schedules calling for eight (8) hours per day and forty (40) hours per week shall receive time and one half (1 1/2) pay for all approved hours worked other than their normal schedule. The assigned work schedule may be an eight (8) hour schedule not normally performed during the customary 7:30 - 4:00 time frame.

(a) When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification, and on the same shift within the crew where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.

(b) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

(c) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he offers an excuse acceptable to the Employer.

Section 6 - When an employee is awarded a job through the bidding procedure for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he bid, such an employee upon being awarded such job shall be advanced to the nearest pay range step in the job classification for which he/she bid, which will result in an increase in pay of not less than 20 cents (20¢) per hour. On the next anniversary date of his employment he shall receive the

incremental step increase which will advance him one step in the pay scale for the job he was thus awarded.

Section 7 - When an employee is awarded a job through the bidding procedure for which the maximum of the rate range is less than the maximum of the rate range of the job from which he bids, he shall be placed at the same incremental step from which he bid. When an employee is removed by the Employer to a job for which the maximum of the rate range is less than the maximum of the rate range for the job classification from which he was removed, he shall be placed at the incremental step that will afford the employee the least loss in pay. In the event the hourly rate of pay of such employee at the time of bid or set back is less than the maximum of the rate range for the job to which he bid or was set back, he shall, on the next anniversary date of his employment, receive the incremental step increase which will advance him one (1) step in the pay scale for the job into which he bid or was set back.

Section 8 - When an employee is temporarily transferred from one job to another, he shall continue to be paid the rate of pay to which he is entitled in his permanent job classification; except as set forth below:

(a) Employees who desire to have the opportunity to be temporarily transferred and thus gain experience on a job when a temporary vacancy occurs shall advise the department head in writing of such desire. When a temporary vacancy occurs due to an employee being on an approved vacation or leave of absence where the Employer had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the department head above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy as of the beginning of the absence if he can be spared from his regular job classification. When the temporary vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly scheduled working days after the Employer is made aware that the absence will be of a prolonged nature, from among those employees who had notified the department head as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy if he can be spared from his regular job classification.

(b) If an employee is temporarily transferred for the Employer's convenience, as provided in this Section, to a job classification for which the rate range is lower than the rate range of his regular job classification, his hourly rate of pay shall not be reduced. If such temporary transfer is for a period of less than three (3) working hours to a job classification for which the rate range is higher than the rate range for his regular job classification, he shall continue to receive the hourly rate of pay he would have received on his permanent job assignment. If the period of such temporary assignment exceeds three (3) working hours, he shall thereafter receive the rate of pay for all hours worked including the first three, he would have received had the job been awarded to him under the bidding procedure and shall continue to receive

such rate of pay until he has completed the temporary assignment at which time he will be returned to his regular job classification and rate of pay. In the event an employee is temporarily transferred to a higher rated job because of his desire to gain additional experience on that job or if the Employer transfers the employee to a higher rated job and he works with and is being trained by the employee who is regularly assigned to that job, said employee shall continue to receive the hourly rate of pay for his regular job classification.

Section 9 - When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than three (3) hours of straight time pay for the work so performed, which shall count towards the forty (40) hour requirement for overtime pay. This provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of a shift but who continue to work a regular shift thereafter.

Section 10 - The Employer agrees, for the life of this Agreement, to maintain comparable group health, prescription, and vision insurance benefits as existed immediately prior to the execution of this Agreement with an insurance carrier authorized to transact business in the State of Michigan and pay the full monthly premium therefore through September 30, 1986.

(a) Effective July 1, 1992, the Employer agrees to pay up to the following maximum monthly premium for:

- | | | |
|-----|-----------------------|----------------|
| (1) | a one person contract | \$219.61/month |
| (2) | a two person contract | \$392.99/month |
| (3) | a family contract | \$412.99/month |

Effective February 1, 1994, the Employer agrees to pay up to the following maximum monthly premium for:

- | | | |
|-----|-----------------------|----------------|
| (1) | a one person contract | \$219.61/month |
| (2) | a two person contract | \$409.51/month |
| (3) | a family contract | \$434.36/month |

The employee agrees to pay any additional premium which is charged to the Employee for this coverage through a bi-monthly payroll deduction.

(b) The Employer agrees to pay the monthly premium for and provide to permanent full-time employees and their eligible dependents, subject to the terms and conditions of the carrier, a group dental insurance program as follows: 100% (Class I preventive, diagnostic, emergency palliative); 75% (Balance Class I, and including Radiographs); 50% (Class II and III) plan. The carrier shall be determined by the Employer and shall be licensed to do business in the State of Michigan.

Section 11 - The Employer agrees to provide Twenty Thousand Dollars (\$20,000.00) group term life insurance for those employees who qualify at the normal group rate at no expense to the employee and to make available to the employee the option of purchasing an additional Twenty Thousand Dollars (\$20,000.00) at his or her own expense.

Section 12 - The Employer and the Union agree to convert the current defined benefit retirement plan to a defined contribution plan in accordance with the separate memorandum of understanding executed by the parties, included (without attachments) as Appendix B. The parties also agree, subject to the terms of Appendix B, to the following money purchase pension plan contribution schedule:

MONEY PURCHASE PENSION PLAN CONTRIBUTION SCHEDULE

	<u>Payment Due 9/30</u>	<u>Payment Due 12/31</u>	<u>Payment Due 3/31</u>	<u>Payment Due 6/30</u>
7/94-6/96	\$862.50	\$862.50	\$862.50	\$862.50

Section 13 - Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate of pay for each regularly scheduled working day (Monday through Friday, excluding any of the holidays specified in Section 1 of Article IX of this Agreement) necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. In the event the funeral takes place in excess of 500 miles and the employee attends the funeral, a fourth day of funeral leave will be authorized, which time shall be deducted from the accumulated sick leave bank. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, step children, grandparents, child, brother and sister, brother-in-law, and sister-in-law. The three (3) days above referred to shall end with the day of the funeral and to be eligible for such pay the employee must attend the same.

Section 14 - Effective July 1, 1990 the employer shall provide a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's base wage (calculated as of the time of the disability) excluding overtime and bonus compensation, to a maximum payable benefit of three thousand dollars (\$3,000.00) per month with such disability payments commencing not later than twenty-five (25) weeks after the date of such disability. Such policy shall be subject to all terms and conditions of the carrier and shall provide such benefit in accordance with the policy schedule until such time as the employee is capable of returning to unrestricted duty as verified by a medical doctor. It is further agreed that upon commencement of payments under the long-term disability policy no employee shall utilize accumulated sick time.

ARTICLE IX - LONGEVITY PAY

Section 1 - All employees who, after July 1, 1984, have completed at least five (5) years of continuous service since their last hiring date as of their anniversary date, shall be entitled to a longevity cash bonus (issued in the payroll period following their anniversary date) according to the following schedule:

Employees who have completed at least the below listed years of continuous service:	Shall receive the cash bonus:
5 years	\$300
10 years	\$400
15 years	\$500
20 years	\$600

For example, an employee who has completed eight (8) years of continuous service since their last hiring date, on or before their anniversary date, shall receive longevity pay of Three Hundred Dollars (\$300.00) and an employee who has completed thirteen (13) years of continuous service since their last hiring date on or before their anniversary date, shall receive longevity pay of Four Hundred Dollars (\$400.00). If an employee ceases employment prior to his/her anniversary date, he/she is not entitled to any longevity pay for that year.

Section 2 - For purposes of this Article, continuous service shall be broken by (1) voluntary resignation, (2) discharge, or (3) retirement.

ARTICLE X - HOLIDAYS

Section 1 - The following days shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, Washington's Birthday, the latter one-half of Good Friday, July 4th, Labor Day, Memorial Day, Veteran's Day, Thanksgiving Day, Christmas Day and the day after Thanksgiving Day. Employees shall likewise be entitled to December 24th or December 31st when they occur on a Monday through Friday, as a recognized holiday subject to the following conditions: It is recognized that when December 24th and December 31st occur on a Monday through Friday, it will be necessary that bargaining unit work will be performed. Therefore approximately one-half of the bargaining unit employees shall be required to be at work on each of such days. Bargaining unit employees shall be required to notify their department heads as to which one (1) of the two (2) days they wish to elect for a one-half holiday on or before December 15th of each year. Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the one-half holiday of their choice, unless so doing would result in inadequate personnel being present on each of such days. If this should occur, employees with the most seniority within their respective classifications shall have preference for the day of their choice. When any of the above (except Christmas Eve and New Year's Eve) occur on a Saturday, the preceding

Friday shall be celebrated as the holiday and when the appropriate holidays fall on a Sunday, the following Monday shall be considered and celebrated as the holiday.

Section 2 - Eligible employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday and four (4) hours of pay at their regular straight time hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays he shall be paid time and one-half (1 ½), his straight-time hourly rate for the hours so worked and shall receive the aforementioned holiday pay in addition thereto.

Section 3 - To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the department was scheduled to work on the last day the department worked before and the next day following such holiday except, in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occur during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Contract.

ARTICLE XI - VACATION

Section 1 - Regular full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

(a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation (forty (40) hours of pay), provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement. In the event such employee takes the aforementioned one (1) week of paid vacation prior to the completion of one year continuous employment he shall be entitled to the remainder of the vacation provided for employees with one (1) year of continuous employment with the Employer in subsection (b) hereof.

(b) Following successful completion of six (6) months employment, such employee shall be credited monthly with the fractional equivalent of eighty (80) hours per year.

(c) Employees who, as of the anniversary of their last hiring date, have completed six (6) years of continuous employment with the Employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.

(d) Employees who, as of the anniversary of their last hiring date, have completed fifteen (15) years of continuous employment with the Employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.

Section 2 - Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written request therefor to their supervisor at least five (5) working days in advance of the start of such vacation.

(a) The Employer shall determine the number of employees, if any, who can be excused for vacation purposes at any one time.

(b) Vacation time may be accumulated to a maximum of one and one-half (1 ½) times an employee's annual accrual of said vacation leave. The Finance Director shall notify an employee and his or her department head when the employee approaches this maximum accumulation total. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, in the sole discretion of the Employer. No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances.

(c) Vacation time off shall not be for periods of less than four (4) hours unless mutually agreed to between the employee and the employer.

(d) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, preference shall be given to the employees in order of receipt with the greater amount of seniority.

Section 3 - If an employee, who is otherwise eligible for vacation with pay, retires, quits, dies or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the pension plan or dies prior to such anniversary date he, or in the latter case, his designated beneficiary, shall receive a pro-rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

ARTICLE XII - PAID SICK LEAVE

Section 1 - Permanent, full-time employees, starting with their seventh month of continuous employment by the Employer, shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date, up to a maximum accumulation of twelve hundred hours (1200) hours.

Section 2 - In order to qualify for sick leave payments, the employee must notify the department head or someone by him designated not later than thirty (30) minutes prior to his normal starting time on the first day of absence unless the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto, employees must notify the department head or his designated representative one (1) hour prior to the close of the Employer's business day the day before their intended date of return.

Section 3 - Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to his duty or non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages and/or drugs or was not attributable to causes occurring while performing work for which he is paid by someone other than the City.

(b) An employee shall not be required to furnish a doctor's excuse for less than four (4) sick leave absences in a rolling twelve (12) month period. Any time an employee does provide a doctor's excuse, the absence shall not count as one of these mentioned above. Doctors and dental appointments which are arranged with the Employer in advance will not apply to this subsection.

(c) When an employee's absence from work is necessitated because of his illness or injury arising out of or in the course of his employment with the City and which is compensable under the Michigan Worker's Compensation Act, he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the days on which such necessary absence occurred.

(d) The Employer may, for good cause, require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.

Section 4 - Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5 - Employees retiring under the terms of regular, early or disability provision of the employee pension program, shall be paid for fifty (50%) percent of his/her unused accumulated sick bank (with 500 hours as the total maximum of such payoff) at the employee's current base rate on the date of retirement. In the event of death prior to retirement, the employee's beneficiary or estate shall be paid for one hundred (100%) percent of the employee's unused accumulated sick bank (with 500 hours as the total maximum of such payoff) at the employee's current base rate at the time of death.

(a) Effective July 1, 1986 and thereafter, employees who have been employed for ten (10) consecutive years (based upon their seniority list date of hire) shall be paid for fifty (50%) percent of his/her unused accumulated sick bank (with 500 hours as the total maximum of such payoff) at the employee's current base rate on the date of their leaving employment if separation is by mutual consent of the Employer and the employee.

(b) After July 1, 1986 sick leave payoff earned under Section 5 shall not be used in the determination of pension credits or benefits.

(c) In the event of a layoff of over thirty (30) calendar days, an employee may elect to receive a payoff of his or her accumulated sick leave on the basis of fifty (50%) of the accumulated time, regardless of the employee's years of service, as a bonus with five hundred (500) hours being the maximum of such payoff. In the event the employee is recalled from the layoff, his or her accumulated sick leave will be re-credited with the fifty (50%) percent which was not paid off.

ARTICLE XIII - GENERAL

Section 1 - The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 2 - A Safety Committee shall be comprised of Union Representatives and Employer Representatives who will meet every other Tuesday, thirty (30) minutes after the start of the work day for the purpose of discussing safety regulations and considering suggestions for improving safety conditions. If factors such as workload or weather warrant, a safety meeting may be rescheduled by management.

Section 3 - The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4 - So long as an employee is classified as a supervisor by the Employer he will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. "Other employees are not immediately available" shall be defined to mean that other qualified employees are not within the immediate area or available to perform the work without disrupting other necessary work. "Emergency" shall be defined as any situation or circumstance which may adversely affect the health, safety or well-being of the public or which, if not remedied, will result in the impairment or reduction of the Employer's services to the public.

Section 5 - The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 6 - It is understood and agreed that in case of emergencies, when a sufficient number of qualified employees are not readily available to handle such emergencies, qualified personnel from any department of the bargaining unit may be used interchangeably between the departments for the duration of the emergency.

Section 7 - 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 by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 8 - It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary to or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the City shall be applicable to employees within the bargaining unit unless such plan, rules or orders have been specifically limited or abrogated by the terms and conditions of this Agreement. However, any previous fringe benefit or working condition not incorporated herein by reference is hereby negated.

Section 9 - Full time employees of the bargaining unit will be required to wear the prescribed uniforms as deemed appropriate by the employer. An option to the prescribed uniform will be the wearing of employer prescribed T-shirts, in lieu of the normally prescribed uniform shirt, during the period of May 1 to October 31, at the employee's option.

ARTICLE XIV - AGENCY SHOP AND DUES

Section 1 - The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached schedules. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.

(b) In accordance with the policy set forth under paragraphs (1) and (2) of this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, who have completed probation such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start upon completion of probation.

Section 2 - During the period of time covered by this Agreement the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 214, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 3 - The Union agrees to indemnify and save the Employer harmless against any and all claims, suits 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. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the Director of Personnel and the Union, or upon termination of employment.

Section 4 - If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE XV - STANDBY PAY

Section 1 - Purpose - The City may, at its discretion, institute a standby pay program in each applicable department or division when, in the sole judgment of management, essential operation situations require immediate response to cover frequent but unpredictable emergency situations involving bargaining unit employees.

Section 2 - Payment - Payment shall be based upon one (1) hour standby pay at the employee's straight time hourly rate for each eight (8) hours of standby.

It is understood and agreed that standby pay will be paid in addition to pay for time actually worked as a result of being called only for those persons actually assigned to standby and all work performed as a result of a call-in shall be paid at one and one-half (1 1/2) an employee's regular rate.

The minimum call-in provisions set forth in Article VIII, Section 9, shall apply in all situations when an on-call employee is required to report to work, and shall be in lieu of the standby pay provision while an employee is actually working. For example, an employee who is on standby for four (4) hours and then is called in, shall receive one-half (1/2) hour standby pay plus minimum call-in pay pursuant to Article VIII, Section 9. An employee shall not receive standby pay for the time covered by the minimum call-in provisions.

Section 3 - Pagers - Employees on standby may, at the employer's discretion, be provided with pagers so they can respond in a timely fashion to the service needs of their department. It is understood that employees on standby will remain within

the range of the pager or, if temporarily out of range, provide the City with a phone number where they can be reached.

Section 4 - Covered Classifications - The City shall prepare a list for each department or major division of all classifications and qualified persons within those classifications where the standby coverage is needed. The City shall then determine the number of persons needed for each week of standby. The initial list of covered departments and classifications is as follows:

Street Division	Equipment Operator I, II Laborer Sign/Signal Maintenance Person
Parks Department	Groundsman Laborer
Water Construction	Installation Operator I, II Water Installation Mechanic
Water Operations	Water Troubleshooter II, I Water Maintenance Repairman Water Meter Reader Water Installation Mechanic
Sewer Operations	Sewer Troubleshooter II, I Sewer Maintenance Repairman

Section 5 - Call-In Procedure - When a specific job classification is needed to perform a task, the appropriate employee on stand-by will be called.

Section 6 - Trading - Employees who desire to trade assigned weeks or days are responsible for notifying management in writing at least twenty-four (24) hours in advance of who will be covering his/her standby obligation.

Section 7 - Hold Over - If an emergency occurs when employees are working their regular shift, the emergency will be covered by holding over employees in accordance with the regular overtime assignment procedure rather than standby employees wherever possible.

Section 8 - Employee Responsibility - Failure to respond to a pager as promptly as possible, or failure to respond to a call to work as promptly as possible shall result in loss of standby pay for that day (one hour straight time). Repeated failure to respond will result progressively in a written reprimand, a short-term suspension, and if warranted further and more severe disciplinary action up to and including discharge.

Employees who are called in from standby status and, as a result, work later than 1:00 a.m. shall be given the option of reporting for their next regularly scheduled

shift, if that shift starts no later than 7:30 a.m. on the following day; or they may elect to remain off duty on excused unpaid time due to job fatigue. If the employee elects to work, he/she must work a minimum of one-half (1/2) of the assigned shift and report to work either at the beginning of the shift or at the lunch break.

Section 9 - Sign-Up - Employees who are interested shall sign a list so indicating. The Employer may determine its standby needs. All individuals placed on voluntary standby shall have signed the list. Standby assignments shall be rotated among those employees who have signed the list. If an employee who has signed the list declines to work standby time when assigned, it will be counted as if the employee had worked the assigned standby time. The employer shall exercise reasonable efforts to equitably distribute available standby hours among the employees who have signed up for standby. If there are not adequate volunteers, the Employer may assign standby to the least senior qualified employee provided that no employee will be required to be on standby more than two (2) weeks in a row without at least a two (2) week break. In the event an employee complains about unequal standby assignments, and the employer upholds the complaint, the employer will address the inequity by adjusting an employee's standby time upward in the future.

ARTICLE XVI - DURATION

THIS AGREEMENT shall become effective as of the 1st day of July, 1994, and shall remain in full force and effect until 12:01 a.m. the 1st day of July, 1996, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period. The parties agree to a reopener as of May 30, 1995 with reopened negotiations limited to three issues: (1) allocation of the 3% compensation package agreed upon by the parties for July 1, 1995 to June 30, 1996 (i.e., whether the various component parts -- wages, pension, etc., should be reallocated within the 3% cap); (2) the City's 1994 loser pays arbitration fees proposal; and (3) cross-training.

THIS AGREEMENT was executed in Portage, Michigan this 17th day of May, 1995.

LOCAL NO. 214
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA, INC.

CITY OF PORTAGE

Ann Adams, Bus Rep

Donald Edlund

Jeff Kildner

James R. Hudson

Samuel W. King

KZFFS153388 3-071478-00008

APPENDIX A

JOB CLASSIFICATION AND HOURLY RATE RANGES - EFFECTIVE JULY 1, 1994

CLASSIFICATION	Entry	Step 1 1-2 Year	Step 2 2-3 Year	Step 3 3-4 Year	Step 4 4-5 Year	Step 5 5-6 Year	Step 6 6-7 Year	Step 7 7+ Year
<u>H-18</u> Laborer	\$8.29	\$8.52	\$8.74	\$8.98	\$9.21	\$9.43	\$9.65	\$9.89
<u>H-20</u> Groundsperson I Equipment Operator I Water Meter Reader Water Installation Mechanic	\$11.38	\$11.60	\$11.83	\$12.07	\$12.29	\$12.51	\$12.74	\$12.93
<u>H-22</u> Equipment Mechanic I™ Water Maintenance Repairperson Sewer Maintenance Repairperson Water Installation Operator I	\$11.62	\$11.83	\$12.07	\$12.29	\$12.51	\$12.75	\$13.06	\$13.15
<u>H-24</u> Equipment Operator II Sewer Troubleshooter I Water Troubleshooter I Water Installation Operator II Sign/Signal Maintenance Person	\$11.83	\$12.07	\$12.29	\$12.51	\$12.76	\$13.00	\$13.23	\$13.40
<u>H-26</u> Equipment Mechanic II™ Sewer Troubleshooter II Water Troubleshooter II	\$12.017	\$12.29	\$12.51	\$12.74	\$12.98	\$13.19	\$13.40	\$13.63

™ Employees presenting evidence of state certification as an automotive mechanic will receive a bonus in accordance with the number of areas determined by the bonus certification schedule. The bonus will be paid in two (2) equal installments with the first paychecks in December and June.

APPENDIX A**JOB CLASSIFICATION AND HOURLY RATE RANGES - EFFECTIVE JULY 1, 1995**

CLASSIFICATION	<u>Entry</u>	<u>Step 1 1-2 Year</u>	<u>Step 2 2-3 Year</u>	<u>Step 3 3-4 Year</u>	<u>Step 4 4-5 Year</u>	<u>Step 5 5-6 Year</u>	<u>Step 6 6-7 Year</u>	<u>Step 7 7+ Year</u>
<u>H-18</u> Laborer	\$8.54	\$8.78	\$9.00	\$9.25	\$9.49	\$9.71	\$9.94	\$10.19
<u>H-20</u> Groundsperson I Equipment Operator I Water Meter Reader Water Installation Mechanic	\$11.72	\$11.95	\$12.18	\$12.43	\$12.66	\$12.89	\$13.12	\$13.32
<u>H-22</u> Equipment Mechanic I ^{***} Water Maintenance Repairperson Sewer Maintenance Repairperson Water Installation Operator I	\$11.97	\$12.18	\$12.43	\$12.66	\$12.89	\$13.13	\$13.45	\$13.54
<u>H-24</u> Equipment Operator II Sewer Troubleshooter I Water Troubleshooter I Water Installation Operator II Sign/Signal Maintenance Person	\$12.18	\$12.43	\$12.66	\$12.89	\$13.14	\$13.39	\$13.63	\$13.80
<u>H-26</u> Equipment Mechanic II ^{***} Sewer Troubleshooter II Water Troubleshooter II	\$12.37	\$12.66	\$12.89	\$13.12	\$13.37	\$13.59	\$13.80	\$14.04

^{***} Employees presenting evidence of state certification as an automotive mechanic will receive a bonus in accordance with the number of areas determined by the bonus certification schedule. The bonus will be paid in two (2) equal installments with the first paychecks in December and June.

APPENDIX A

Section 1 - Laborers who were "red circled" into the H-20 Job Classification Grade as of July 1, 1989, will remain in Pay Grade H-20 for the duration of the contract.

Section 2 - The rates outlined in this Appendix shall not exceed the top step rate for the subject pay grade.

Section 3 - Employees shall be hired at not less than the minimum of their salary range applicable to the classification to which they are assigned and during the first seven (7) consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment.

Section 4 - When an employee is promoted from one pay grade to another, he/she shall, as of the start of the next succeeding pay period, be placed at the lowest step for the pay grade to which he/she is promoted which will result in a salary increase unless otherwise specifically addressed in Article V. Thereafter, he/she shall move to the next succeeding step not later than twelve (12) months from the effective date of his/her promotion.

Section 5 - Laborers "red-circled" into the H-20 job classification grades can bid into other non-laborer H-20 job classifications in accordance with the procedure outlined in Article V.

Section 6 - The following shall constitute the Mechanics' "bonus certification schedule" referenced earlier in this Appendix with the specified amounts for pro-rated six month periods ending in December and June:

MASTER HEAVY DUTY TRUCK MECHANIC CERTIFICATION

1.	Gas Engine Repair	-	\$25.00
2.	Diesel Engine Repair	-	\$25.00
3.	Drive Train	-	\$25.00
4.	Brakes and Braking Systems	-	\$25.00
5.	Suspension and Steering	-	\$25.00
6.	Electrical Systems	-	\$25.00

MASTER AUTO MECHANIC CERTIFICATION

1.	Brakes	-	\$20.00
2.	Front End	-	\$20.00
3.	Engine Repair	-	\$20.00
4.	Engine Performance/Diagnostic	-	\$20.00
5.	Electrical Systems	-	\$20.00
6.	Heating and Air-conditioning	-	\$20.00
7.	Automatic Transmission/ Transaxle	-	\$15.00
8.	Manual Drive Train and Axles	-	\$15.00

APPENDIX B

MEMORANDUM OF AGREEMENT

MONEY PURCHASE PENSION PLAN PROPOSAL CONSIDERATIONS

1. A new Money Purchase Plan shall be established and administered by a Retirement Plan Committee elected by the membership of the bargaining unit, which shall replace and supersede the current Defined Benefit Plan.
2. The City of Portage shall have no responsibility for the administration of the new plan, including providing any payroll deduction services for voluntary employee contributions.
3. The City of Portage shall have no periodic reporting obligation to the union or trustee beyond what is required by law.
4. The defined benefit pension obligation of the City to all current unit employees shall be totally dissolved.
5. The City of Portage shall not be obligated to execute the Money Purchase Pension Plan Document or the Trust Agreement Document.
6. The Retirement Plan Committee shall provide the City with copies of all documents that are filed with the U.S. Department of Labor in accordance with the requirements of ERISA.
7. Each employee who receives any form of monetary value under this concept shall execute an authorization form, release, hold harmless, and indemnification agreement which releases the City and its agents, consultants and insurance companies, and Teamsters Local 214 from any and all further liability or claim, loss, damage, or expense, either past, present, or future. A draft of such Agreement and Release is attached as Exhibit A.
8. Any agreement reached shall be contingent upon the approval of the State of Michigan.
9. Future defined contributions shall be defined in terms of a specific sum of dollars for each year of the contract (not percent of salary or percent of compensation).
10. It is acknowledged that the new Money Purchase Plan is in lieu of the former Defined Benefit Plan that was in effect prior to the inception of the Money Purchase Plan.

11. Any attempt by the bargaining unit to seek an increase in said defined contribution amount, and any expense of such potential increase in said contribution amount, shall be the subject of collective bargaining between the parties, and shall be costed out with other increases including wages and salary as part of total compensation increases.
12. The following targeted schedule of events shall be set for conversion from the current Defined Benefit Plan to the future Money Purchase Plan, which the parties will make a good faith effort to achieve:
 - (a) June 1, 1990: A present valuation of each employee's accrued interest in the Defined Benefit Plan (i.e., their individual "proposed payoff" amount) shall be calculated by Pension and Group Services in the same manner used to calculate the schedule and figures listed on Exhibit B hereto; (the City's total obligation to bargaining unit employees under the former Defined Benefit Plan shall be fixed and capped at the amounts shown in that new valuation and schedule of proposed payoffs);
 - (b) June 30, 1990: By this date, employees Jack Dickman, Sam Nuyen, James Shannon, and William Thomas shall have the option to and must elect either to (1) remain in the City's current Defined Benefit Plan in lieu of receiving the "proposed payoff" and future defined contributions or (2) receive the "proposed payoff" and future defined contributions;
 - (c) July 1, 1990: Provided that all individual releases and agreements as described in paragraph 7 and attached as Exhibit A are duly executed the monies set forth in the new valuation schedule of "proposed payoffs" as described in sub-paragraph (a) above shall be transferred as soon as practical to whatever depository is designated by the new money purchase Retirement Plan Committee elected by the bargaining unit, at which point any further obligation or liability of the City will cease, except for any obligation under paragraph 12(b) above.
 - (d) The City shall have no obligation to make any contributions for the period from July 1, 1989 to June 30, 1990 or thereafter to funding the Defined Benefit Plan, except for any obligation under paragraph 12(b) above.
 - (e) The City shall make the defined contribution amounts agreed upon in the 1989-1992 contract for the period from July 1, 1989 to June 30, 1990 and put them in an interest bearing escrow account, to be transferred to the Money Purchase Plan at the same time as the transfer described in paragraph 12(c) above.
13. On or about July 1, 1990 a new agreement incorporating the new valuation described in paragraph 12(a), and the election of the four individuals described in sub-paragraph 12(b), shall be executed jointly by the City and the new Retirement Plan Committee on behalf of the bargaining unit.

Dated: _____, 1992

THE CITY OF PORTAGE

TEAMSTERS LOCAL 214

Mr Adams, Bus Rep

J. H. Hinkley

Joseph H. Hinkley

CITY OF PORTAGE

PARTICIPANT AUTHORIZATION AND RELEASE AGREEMENT

This is an agreement made the ___ day of _____, 1990, by and between _____ (hereinafter referred to as the "Employee") and the City of Portage (hereinafter referred to as the "City").

BACKGROUND

The undersigned full-time Employee has read the Agreement which provides for an annual contribution to a defined contribution plan in lieu of a benefit payable pursuant to the current Defined Benefit Plan.

Pursuant to that Agreement, the Employee has agreed to authorize the transfer of funds from the City's Defined Benefit Plan Trust to the _____ new Money Purchase Plan.

Therefore, it is agreed between the parties that:

1. The Employee hereby terminates his/her participation in the City's Defined Benefit Plan, effective July 1, 1990 and agrees to commence participation in the new Money Purchase Plan effective July 1, 1990.

2. The Employee acknowledges that all retirement benefits attributable to his/her employment by the City, prior to and including June 30, 1990, shall be provided exclusively by the transfer of funds from the City's Defined Benefit Plan to the new Money Purchase Plan.

3. The amount to be so transferred is \$_____.

4. The Employee hereby agrees to release, hold harmless, and indemnify, jointly and severally, the City, all employees of the City, the City Council, The Principal Life Financial Group, Pension and Group Services, Inc., Teamsters Local 214, and any and all agents and consultants of the City or of the City Council, from and against any and all claims, or losses, damage, expense or liability which the undersigned may have or hereinafter claim to have as a result of his/her withdrawal from the City's Defined Benefit Plan and/or his/her participation in the new Money Purchase Plan.

5. Future defined contributions shall be determined by the collective bargaining agreement between the City and the Union, and any future obligation by the City or Teamsters Local 214 to the Employee shall be limited to payment of any agreed upon defined contribution amounts to the new Money Purchase Plan.

6. The Employee hereby acknowledges receipt of a copy of an Agreement attached hereto between himself/herself, the City of Portage, and Teamsters Local 214 and agrees to be bound by its terms.

IN WITNESS WHEREOF, the undersigned has executed and deliver this Agreement on the date first set forth above.

WITNESSES:

Employee

AGREEMENT

This is an Agreement entered into this ____ day of _____, 1990 between the City of Portage (hereinafter referred to as the "City") and certain Full-time employees in the Teamsters Local 214 bargaining unit (hereinafter referred to as the "Employee"), and Teamsters Local 214.

BACKGROUND

Certain Full-Time employees of the City have requested that they terminate their participation in the City's Defined Benefit Plan. The Employee wishes to participate in the _____ Money Purchase Plan (the "Plan").

Therefore, it is agreed as follows:

1. The Employee agrees to withdraw from the City's Defined Benefit Pension Plan in which he/she was a participant, effective June 30, 1990.

2. The City shall cause the transfer of the present value of the Employee's vested accrued benefit to the Plan. The present value of his/her accrued vested benefit shall be as determined by Pension and Group Services, and as specified in the Employee's individual agreement and release.

3. For the year commencing July 1, 1990 and for subsequent years, the City agrees to contribute to the Plan a certain sum of money according to the contribution schedule established by negotiations between the City and the Employees' bargaining unit representative.

4. The City's only obligation is to contribute an agreed upon amount to the Plan each year the Employee is employed by the City. All other administrative and trustee obligations required by either Federal or State law shall be the obligation of the Plan or the Employee and not the City or Teamsters Local 214. The City's contribution shall be prorated if the Employee is not employed by the City for all of the City's fiscal year.

5. The Employee hereby acknowledges that the obligation of the City to provide a defined benefit for him/her shall cease effective upon the transfer of funds representing the Employee's benefit from the City's Plan to the Money Purchase Plan. The Employee further acknowledges that the City's obligation to provide a retirement benefit to him/her shall be provided by any annual contribution which is required under collective bargaining agreements between the City and Employee's bargaining agent. The Employee further agrees to release, hold harmless, and indemnify the City, the City Council, its employees and agents, and Teamsters Local 214 against any and all claims for any defined benefits or losses, damage, expense, or liability made by him/her, his/her heirs, successors or assigns. Such indemnification and release is given in

consideration of the City agreeing to terminate the Employee's participation in the City's Defined Benefit Pension Plan and contributing to the Plan.

6. The Employee agrees to provide the City with a Participant Authorization and Release Agreement which releases the City, its employees, agents, consultants, Teamsters Local 214, and the insurance company from any and all claims. By signing such Agreement, the Employee also agrees to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first set forth above.

WITNESSES:

CITY OF PORTAGE

By: _____

Its: _____

By: _____

Its: _____

TEAMSTERS LOCAL 214

By: _____

Its: _____

By: *J. Kirkme*

Its: STEWART

MEMORANDUM OF UNDERSTANDING

The CITY OF PORTAGE (the "Employer") and LOCAL UNION NO. 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (the "Union"), having agreed to enter into limited reopener negotiations as of May 30, 1995, and having completed those negotiations to the parties' mutual satisfaction, hereby agree to the following modifications to the existing collective bargaining agreement between the parties:

1. The Union chose to have the entire 3% compensation increase for the period beginning July 1, 1995 be allocated to wages -- accordingly the wage schedule effective July 1, 1995 attached to this Memorandum as Exhibit A and designated as p. A-2 of Appendix A to the contract replaces p. A-2 in the current contract.

2. Since the Union chose to have the entire 3% compensation increase allocated to wages, there will be no increase in the Employer's contribution to the money purchase plan contribution schedule, i.e., that contribution shall remain at \$862.50 per quarter for the period from July 1, 1995 through June 30, 1996 -- accordingly, the revised p. 15 attached to this Memorandum as Exhibit B replaces p. 15 in the current contract.

3. The Union agrees to the Employer's proposal that the last paragraph of Article II, Grievance Procedure, Section 2, be modified to provide that "Payment of the expenses and fees of the arbitrator and the American Arbitration Association shall be the sole responsibility of the party which the arbitrator rules against." A replacement p.4 to the existing contract reflecting this revision is attached to this Memorandum as Exhibit C.

4. The Employer agrees that, for the life of this collective bargaining agreement, which expires on June 30, 1996, any formal cross-training programs shall be voluntary.

THIS AGREEMENT was executed in Portage, Michigan, this _____ day of _____, 1995.

LOCAL NO. 214
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA, INC.

CITY OF PORTAGE

KZFS1\138005.1-071476-00002

LETTER OF UNDERSTANDING

The City of Portage and Teamsters Local 214 (the "parties") agree, for a period ending June 30, 1996 (unless extended by mutual agreement in subsequent negotiations), to test a new process with regard to Parks Department work on the Saturdays preceding Memorial Day in 1995 and 1996. To that end, the parties agree to the following process:

1. One month prior to the 1995 and 1996 Memorial Day holidays, the City will post a request for qualified volunteers to fill two of the six positions required to work on the Saturday preceding Memorial Day. If no qualified employees volunteer for these two posted positions by the Saturday two weeks prior to the Saturday before Memorial Day, the appropriate Parks employees as determined in the past will be notified that they must work. In the event that only one position is filled by a qualified volunteer, the least senior qualified Parks employee will be required to work.


2. To the extent possible (i.e., subject to seniority, qualifications, and the number of volunteers), the City will endeavor to rotate Parks employees so as to avoid requiring the same employees who were required to work the Saturday preceding Memorial Day in 1995 to involuntarily work the Saturday preceding Memorial Day in 1996.

If this test program is successful, then the City will consider in the next negotiations continuing this posting and rotation program beyond 1996.

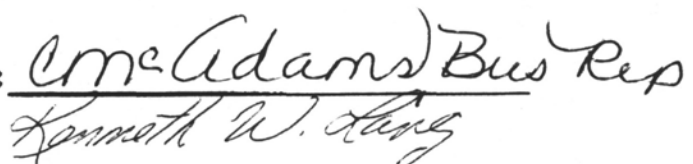
CITY OF PORTAGE

TEAMSTERS LOCAL 214

BY:


Assistant City Manager

BY:


Kenneth W. Adams
Bus Rep