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6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF STERLING HEIGHTS

AND

DEPARTMENT OF PUBLIC WORKS FIELD UNIT

TEAMSTERS LOCAL 214

*Sterling Heights, City of*

EFFECTIVE APRIL 21, 1998 TO JUNE 30, 2002

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION

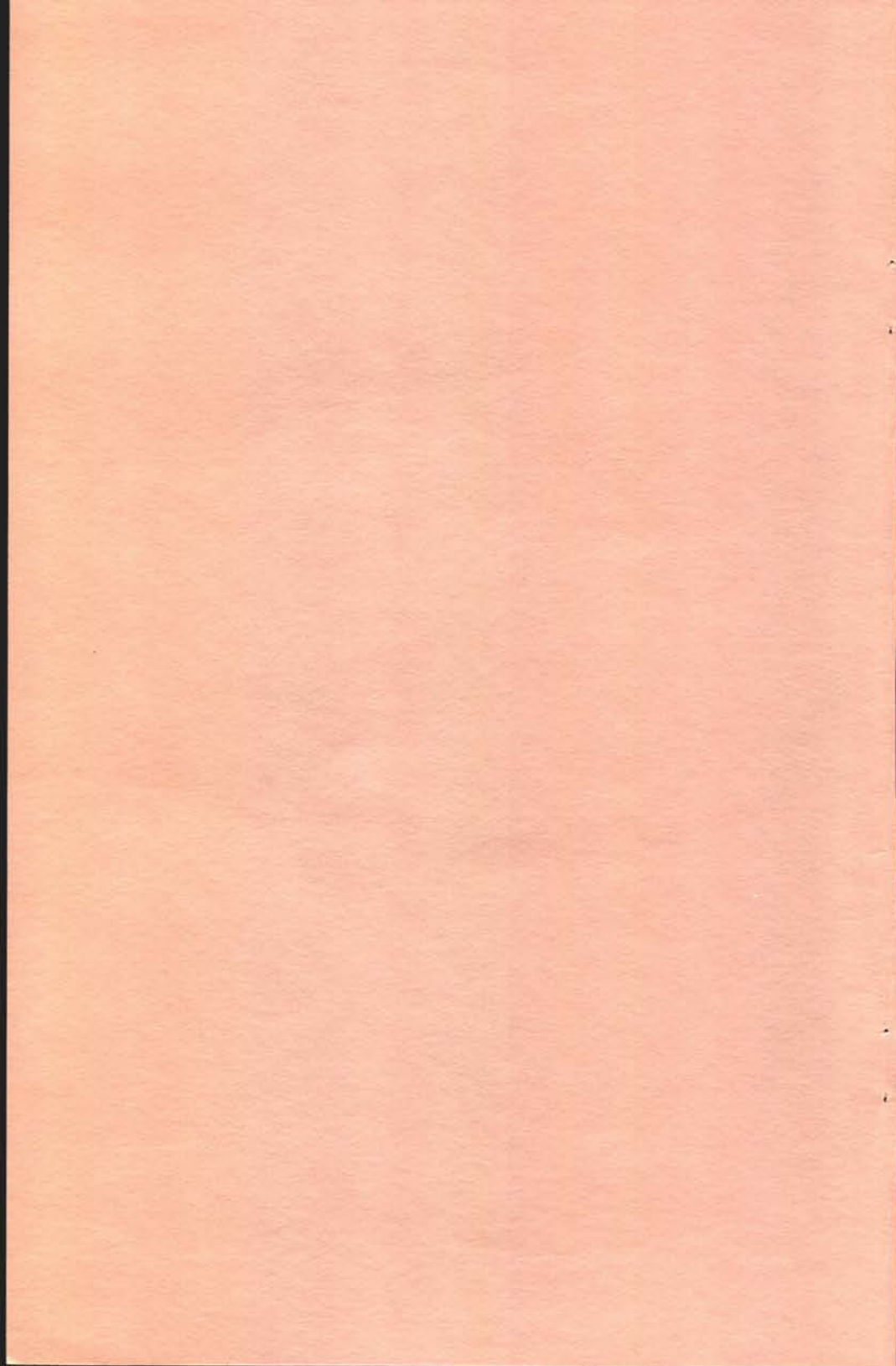


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## AGREEMENT

THIS AGREEMENT, made and entered into this April 21, 1998 by and between the City of Sterling Heights (hereinafter referred to as the "Employer") and Local Union No. 214, affiliated with the International Brotherhood of TEAMSTERS, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE I

#### Recognition - Unit - Security

1.1 The Employer does hereby recognize and 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 Article 19.

1.2 The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as listed in this Agreement for the term of this Agreement of all employees of the Employer included in the bargaining unit described above.

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

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

1.5 Employees hired, rehired, reinstated or transferred into this Bargaining Unit after

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

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

1.7 If any provision of the 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 re-negotiated for the purpose of adequate replacement.

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

## ARTICLE 2

### Union Rights Clause

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

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

ARTICLE 3

Deduction of Dues

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

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

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

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

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

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

3.3 Deduction of initiation fees will be made in two (2) equal amounts from wages payable the following two (2) pay periods from the effective date of the authorization. Dues or service charges deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions

have been made. The Employer shall furnish the Union Finance Officer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service have been deducted from their checks. Where any employee, who is on check-off, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months. Each remittance shall be accompanied by a statement giving a list in duplicate of the employees for whom:

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

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

#### ARTICLE 4

##### Extra Contract Agreements

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

4.2 In the event the City, through sub-contracting, eliminates positions or classes, the City shall absorb all seniority employees who are listed upon the city personnel records as of July 1, 1977, into other positions and/or classes within the City, and shall re-train the affected employees to qualify them for their new positions or classes. At the earliest opportunity, the City will advise the Union of the expected elimination of positions or classes by reason of sub-contract and will stand ready to discuss with the Union the City's plan for absorption of affected employees into other positions or classes.

In the event the City, through sub-contracting, eliminates positions or classes, a reasonable effort to re-train and absorb surplus employees hired subsequent to July 1, 1977 will be made by the Employer.



ARTICLE 5

Seniority and Layoffs

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

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

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

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

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

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

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

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

## ARTICLE 6

### Reprimands, Discharge or Suspension

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

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

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

## ARTICLE 7

### Grievance Procedure

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

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

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

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

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

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

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

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

decide the case.

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

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

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

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

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

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

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

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

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

4) He shall have no power to decide any question which, under this Agreement, is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the Agreement that there will be no

interference with such responsibilities except as they may be specifically conditioned by this Agreement.

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

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

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

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

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

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

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

writing, then the new date shall prevail.

## ARTICLE 8

### Election of Remedies

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

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

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

## ARTICLE 9

### Stewards

9.1 The Employer recognizes the right of the Union to designate a Chief Steward from the membership at large who will represent the unit as well as his division and one steward from each of the four other divisions for a total of five primary stewards. The union may have an alternate to the primary steward for each division, however, only five primary stewards would have the protected status of being the last to be laid off. The authority of the Chief Steward and Division Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

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

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

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

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

#### ARTICLE 10

##### Union Leave of Absence

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

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

#### ARTICLE 11

##### Limitation of Authority and Liability

11.1 No employee, Union member, or other agent of the Union shall be empowered to

call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or interference of the operations and services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations during the life of this Agreement.

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

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

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

## ARTICLE 12

### Interference With Work

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

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

## ARTICLE 13

### Equipment, Accidents, And Reports

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



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

#### ARTICLE 14

##### Safety Committee

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

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

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

#### ARTICLE 15

##### Military Service

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

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

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

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

#### ARTICLE 16

##### Management Rights

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

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

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

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

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

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

- F. Hire, assign and lay off employees to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day..
- G. Permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency.
- H. Direct the work force, assign work and determine the number of employees assigned to operations.
- I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification.
- J. Determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours to be worked.
- K. Establish work schedules.
- L. Discipline and discharge employees for cause.
- M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. Transfer, promote and demote employees from one classification, department or shift to another.
- O. Select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work subject to the terms of this Agreement.

#### ARTICLE 17

##### General

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

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

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

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

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

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

17.7 An employee when temporarily assigned to work in a position in a higher classification shall receive the rate of pay of the higher classification at the appropriate comparable step, however, no out-of-classification pay shall apply when a laborer performs the duties of Meter Reader. If the Employer decides to make out-of-class assignments at the beginning of the normal work shift for those positions where the job responsibilities and duties are within the physical D.P.S. Building, the next lower class position within the division shall first be assigned any out-of-class opportunity before proceeding to a lower class position.

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

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

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

An employee shall be eligible for up to \$200 reimbursement per fiscal year for additional work

clothing purchases of City approved jackets, coats, shirts, work boots, carhart style outerwear and uniform shorts. The maximum reimbursement will increase from \$200 per fiscal year to \$300 per fiscal year beginning July 1, 1998. To obtain reimbursement, employee must present clothing and original receipt. The Superintendent of Public Works will approve or disapprove reimbursement in his sole discretion, subject to appeal to the City Manager.

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

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

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

17.14 Employees residency shall be governed by the City Charter that is in place on July 1, 1997.

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

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

17.17 The City shall provide a maximum reimbursement of One Hundred and fifty (\$150.00) dollars to all employees in the bargaining unit for eye examinations and prescription eyewear every other fiscal year beginning with the 1997/98 fiscal year. Employee must submit original receipts to the City to obtain reimbursement.

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

## ARTICLE 18

### Commercial Drivers License

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

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

18.3 All new employees in the Bargaining Unit after July 1, 1997 must have a CDL at the time of appointment and maintain it as condition of continued employment. All employees hired after January 1, 1991 must maintain a CDL as a condition of employment.

## ARTICLE 19

### Job Vacancies

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

#### A. Filling Vacancies

##### Section 1

- a. Upon determination by the Employer that a job vacancy is to be filled within the Bargaining Unit, the Employer will announce and post the classification to be filled for ten (10) working days.
- b. The Employer shall list all pertinent information relating to the classification, the main qualifications, rates of pay, etc. To be eligible for consideration for the vacancy, Bargaining Unit employees must:

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

Section 2

- a. Those applicants determined eligible to fill the vacancy may be required by the Employer to pass an examination which may include written, oral, performance tests, ratings of training and experience or any combination of these. The appointing authority may take into consideration such factors as education, experience, aptitude, knowledge, and work record in order to determine the relative fitness of applicants.
- b. A passing score must be achieved on each part of the examination to be allowed to proceed to the next part. The minimum passing grade for each part of the examination, as well as for the final grade, shall be expressed on a scale of 70 percent. The final grade shall have one point added for each year of credited city employment seniority.
- c. If an oral examination is required, the Oral Examination Board for each vacancy shall be comprised of at least three persons, two of which shall not be employees of the City. The oral examination portion of the final grade shall be an average of all the examiners' scores.
- d. The eligibility list for the various classifications shall be comprised of those deemed qualified by virtue of the examination process. Such persons shall rank upon such lists in the order of their relative grades, beginning with the highest at the top, and shall remain thereon for not over two years.

Section 3

- a. The decision of the appointing authority shall be based upon the employee's qualifications, experience, work record, prior education and training and bargaining unit seniority.
- b. If at least one person applies and qualifies, he shall be appointed. If more than three qualify, appointment shall be made from the top three.
- c. All persons applying for a demotion, lateral transfer or promotion into a vacancy

must qualify, as required in Section 2 of this Article.

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

Section 4

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

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

Section 5

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

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

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

B. Layoffs

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

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



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

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

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

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

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

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

C. Recall

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

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

Section 3  
a. Each employee who is recalled shall report to the Personnel Director in person or by certified mail within five (5) working days after being notified whether or not he/she intends to return to work for the City. If an employee fails to notify the Personnel Director, as specifically stated herein, the employee shall be considered as having

voluntarily quit. Bargaining Unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

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

#### ARTICLE 20

##### Waiver Clause

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

#### ARTICLE 21

##### Wages, Benefits and Other Economic Allowances

21.1 Classes of Positions This Agreement covers all present and future permanent employees on positions listed in the Wage and Salary Schedule (Appendix A). Seasonal laborers shall be permitted under this contract. They shall be granted contractual benefits if:

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

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

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

failure, traffic, etc.).

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

21.4 Longevity Pay Effective July 1, 1997 and each year thereafter, employees shall receive an annual longevity payment based upon their years of service, payable July of each year. These payments will be based on the following schedule:

EFFECTIVE JULY 1, 1997

<u>Years of Service completed as of July 1</u>	<u>Amount</u>
5 years	\$ 600.00
10 years	900.00
15 years	1,200.00
20 years	1,500.00

Effective July 1, 1998 and thereafter the schedule will be as follows:

	<u>Years of service completed as of July 1:</u>			
	7/1/98	7/1/99	7/1/00	7/1/01
5 years	\$ 700	\$ 800	\$ 900	\$1,000
10 years	1,000	1,100	1,200	1,300
15 years	1,300	1,400	1,500	1,600
20 years	1,600	1,700	1,800	1,900

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

ARTICLE 22

Hours of Work and Overtime

22.1 Hours of Work

- A. Five-Day Operations The normal work week consists of five days-- Monday through Friday. The normal work day consists of eight (8) hours plus a one-half (1/2) hour unpaid lunch. During the months of June, July, and August, members of this Unit shall work summer hours-- 7:00 a.m. to 3:30 p.m. (Exception - Water Division). Subject to the following, the City reserves the right to change for any purpose the normal work week hours. The City will give prior written notice to the Union of any change and, if requested, will meet with the Union to discuss the changes. The City will negotiate with the Union prior to making any change of the first shift starting time if the change results in a starting time earlier than 6:00 a.m. or later than 9:00 a.m.

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

The first shift that regularly starts on or after 5:00 a.m. but before 12:00 noon.

The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m.

The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

- B. Seven Day Operations The normal work week consists of five (5) days and the normal work day consists of eight (8) hours plus a one-half (1/2) hour unpaid lunch. The City will give prior written notice to the Union of any change and, if requested, will meet with the Union to discuss the changes.

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

The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:00 noon.

The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m.

The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

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

- C. Relief An employee required to work more than two hours overtime shall be granted a 15 minute coffee break. In the event such overtime is extended into the

twelfth hour, the employee will be granted a paid meal period of 30 minutes before the end of the twelfth hour.

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

22.2 Overtime

A. Definitions

1. Casual - the continuation of the present work shift.
  2. Scheduled - overtime which is worked on holidays or premium days.
  3. Call-in - overtime during the regular work week where an employee is called back after his regular shift, but prior to his next shift.
- B. Time and one-half will be paid for time worked in excess of eight (8) hours in any continuous 24 hour period beginning with the starting time of the employee's shift, with the exception of call-in which shall be paid at time and one half.
- C. Time and one-half will be paid for time worked on the sixth day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of forty (40) hours during the employee's work week.
- D. Double time for time worked on the seventh day of the employee's work week, worked whether or not the seven days fall in the same work week.
- E. Double time for five day employees will be paid for time worked on City designated holidays. Double time for seven day employees will be paid for time worked on the actual holiday without regard to the designated holiday for the five day employees.
- F. Employees must have a telephone in their place of residence in order to be called for overtime.

22.3 Overtime Guarantee

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

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

22.4 Distribution of Overtime

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

ARTICLE 23

Vacation

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

- A. Employees who have completed one (1) year of continuous service shall be granted ten (10) work days vacation without loss of pay.
- B. Employees who have completed five (5) years to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.

- C. Employees who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
- D. Employees who have completed twelve (12) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- E. Employees who have completed twenty five (25) years of continuous service shall be granted twenty-five (25) work days vacation upon completion of each year without loss of pay.
- F. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- G. Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.
- H. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed. Vacations will be based on anniversary date for each employee. For example:  
An employee who was hired on September 1, 1969, had the 30-day maximum accumulation. On September 1, 1975, this employee would be credited an additional fifteen (15) days vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the fifteen (15) days. Vacation earned during one year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual, except in cases of emergency if approved in writing by the City Manager.
- I. In case of retirement, resignation in good standing, or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit, plus a pro-rata share of vacation by month during year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month if the separation date is at least 15 days past the monthly anniversary date.
- J. Vacation shall be year around and can be taken on a per day basis, if approved by

the supervisor. In case of illness, said employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

- K. Vacation schedules will be worked out as far in advance as possible. Seniority in the department shall be exercised for bids selecting vacations. Vacations, however, will be scheduled by the City so as not to abnormally disrupt the work. To accomplish this and to consider the wishes of senior employees, each year after December 1st, each employee shall indicate on a yearly calendar his vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available on a first come/first serve basis.
- L. Employees absent for more than one (1) month for other than on the Worker's Compensation job disability will not earn vacation pay.
- M. The Employer shall as work loads permit, establish by class the available vacation periods for each department.

#### ARTICLE 24

##### Sick Leave and Personal Time

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

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

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

In the event of resignation in good standing, retirement or death; up to twenty four (24) hours of unused personal time shall be compensated at 100 percent and any hours in excess of twenty four (24) hours will be compensated at 50 percent of the regular hourly rate.

24.3 The use of the "personal time" is subject to approval in advance by the Employer



but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of one (1) hour or more.

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

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.
- C. Should it become necessary for an employee to leave work due to becoming ill, he/she shall notify their immediate supervisor if possible before leaving their place of employment. Employees who lose time because of illness occurring during their regular working hours will only be charged for the time actually not worked. Employees who call in prior to the start of their regular work day because of illness will be charged a minimum of four (4) hours from sick leave provided they have sick leave accumulation. Employees not having any sick leave accumulation will lose a minimum of four (4) hours of pay.
- D. For doctor and dental appointments, employees may utilize sick leave in one hour increments based upon the following criteria: (1) employees must request the leave in advance indicating on the request for leave, the doctor's name and address; (2) the employee will be required to provide the Employer with a receipt from the doctor.
- E. Employees who are injured while at work and, as a result of said injury, are required to leave work will suffer no loss of pay for that day. It is the obligation of the employer to provide transportation to a hospital if required or requested by the employee.

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

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

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

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

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

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

#### ARTICLE 25

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

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

25.2 During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide hospitalization insurance, life insurance, and dental insurance, at no cost to the employee. Sick Leave will be earned only during the first month per section Article 24.6.

If an employee is unable to return to work after twelve (12) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at 50 percent. Accrued vacation and, if appropriate, personal time will be compensated at 100 percent.

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

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

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

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

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

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

25.8 Subrogation Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the

commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

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

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

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

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

## ARTICLE 26

### Injury or Illness Outside the Scope of Employment

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

exhausting the available sick time based upon the sole discretion of the City Manager.)

During the first four (4) months of a non-duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance, and dental insurance. Sick leave and vacation leave will be earned only during the first month of non-duty connected disability.

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

26.3 If an employee is unable to return to work after four (4) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. Thereafter, employees will be afforded their rights under (C.O.B.R.A.) the Consolidated Omnibus Budget Reconciliation Act.

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

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

#### ARTICLE 27

##### Jury Duty and Funeral Leave

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

27.2 Funeral Leave. An employee shall be entitled to be paid for up to five (5) calendar days based on the date of death, including scheduled leave days, per funeral, to make preparations for and attend the funeral and burial of, and to take care of matters subsequent to the burial caused by the death of the following members of the employee's family: spouse, parent, children, step-children, brother, sister, mother-in-law,, father-in-law, brother-in-law, sister-in-law,

grandparents, spouse's grandparents, and step-father, step-mother, and any dependent member of the employee's family residing in the employee's household. Employee will not receive pay for any scheduled leave days that fall during a funeral leave.

## ARTICLE 28

### Holidays

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

Paid holidays are designated as:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
December 24th  
Christmas Day  
Good Friday  
December 31st  
Veteran's Day

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

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

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

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

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

ARTICLE 29

Salary and Wages

29.1 The pay ranges and steps are located in Appendix A. The general wage increases reflected in Appendix A are as follows:

July 1, 1997	-	2%
July 1, 1998	-	3%
July 1, 1999	-	3%
July 1, 2000	-	4%
July 1, 2001	-	3%

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

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

ARTICLE 30

Health and Dental Insurance

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

The base coverage shall be the Blue Cross/Blue Shield Community Blue PPO with the CB-PCM, CB-ET \$25.00, CB-OV \$5.00, CB-MH 20% and Preferred RX (\$5.00) drug riders. Employees will have the option of choosing Blue Care Network, Health Alliance Plan or Blue Cross/Blue Shield traditional coverage with the VST, PSA and Preferred RX (\$5.00) drug riders. Any additional costs in excess of the base coverage will be paid by the employee through payroll deduction. The illustrative rates determined by Blue Cross/Blue Shield for the Community Blue PPO shall be the rates used to determine the excess cost an employee will be responsible to pay.

Until the City can provide the Community Blue PPO, the Blue Cross/Blue Shield PPO will be provided as the base coverage. The City will offer employees the option to select Health Alliance Plan or BC/BS Traditional medical coverage. Any additional costs in excess of the base coverage will be paid by the employee through payroll deduction. The Master Medical annual deductible for both Blue Cross/Blue Shield PPO and BC/BS Traditional coverage shall be One Hundred (\$100) Dollars for single person and Two Hundred (\$200) Dollars for two persons and family coverage.

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

30.2 The City will provide Blue Cross/Blue Shield 75 percent dental coverage. This plan or one nearly equivalent as possible shall continue for the life of this agreement. This coverage to include orthodontic services. See Appendix E for coverage description and limits. Employees will be afforded the option of receiving BC/BS Dental Care Network (Plan 13) benefits in lieu of Blue Cross or other comparable coverage, at a minimum during the allowable insurance conversion period each year. The City shall pay the premium for either coverage, to an amount not to exceed that which is paid for Blue Cross/Blue Shield Dental.

30.3 Life insurance will be carried for seniority employee on paid status by the Employer at no cost to the employee when policy is approved. Coverage will be as follows: \$50,000 Face Value for life and double indemnity for accidental death and/or dismemberment.

30.4 Health Insurance Allowance: The Employer shall provide a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no Employer-sponsored health care plans (Blue Cross/Blue Shield or Health Maintenance Organization), and whose spouse or parent has coverage provided, shall be paid One Thousand (\$1,000) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been on any Employer-sponsored health care program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.

- A. Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the One Thousand (\$1,000) Dollars annual payment.

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

30.6 If an employee's spouse works for the Employer, the employee will not be eligible



for any medical coverage provided by this agreement, but will instead be provided the health allowance of \$1,000 in Section 3 of this article. They shall be entitled to the dental coverage all employees in the Bargaining Unit are provided.

#### ARTICLE 31

##### Pension and Retirement Benefits

31.1 A Pension Plan will be provided under the terms of the City Charter. An employee covered under this agreement and his/her spouse (not dependents) shall, upon retirement will be provided at no cost the same BC/BS Community Blue PPO medical coverage as provided to employees under Section 30.1 of this Agreement. The retiree has the option to choose Health Alliance Plan, Blue Care Network or BC/BS Traditional coverage, however any additional costs in excess of the base coverage will be paid by the retirees.

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

31.3 For the purpose of this Article the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement and who immediately upon leaving the Sterling Heights employment receives retirement benefits from a duly established City of Sterling Heights Retirement System. Employees who retire as a result of duty-connected disability are likewise included.

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

31.5 Effective January 1, 1995, the pension amount receivable shall be two and three tenths (2.3%) percent of Final Average Compensation times years of service. The maximum pension an employee shall receive will be in accordance with Section 41-38 of the Sterling Heights Code of Ordinances. For retirement purposes, the Final Average Compensation shall be based on the best three (3) of the last ten (10) years. Final Average Compensation shall include all taxable income received - excluding allowances and reimbursements and shall include income paid into any deferred compensation plan. Pension shall be vested after ten (10) years of service.

Employees in this bargaining unit shall have the option of retirement at age 55, with 25 years of credited service or after thirty (30) years at any age of credited service. The employees' contribution shall be five (5%) percent on all hours worked and shall be based upon taxable earnings. The Internal Revenue Service has declared the employees pension contribution as deferred compensation and, therefore, not subject to withholding taxes.

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

31.7 A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to one (100%) hundred percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employees Retirement System Actuaries.

31.8 Members of this unit who have retired after January 1, 1991, shall be provided Five Thousand (\$5,000) Dollars worth of term life insurance until age 70. The premium for said policy shall be paid by the City. The City provides no guarantees or assurances regarding coverages under any policy provided by this Article.

## ARTICLE 32

### Educational Assistance

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

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

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

- A. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.
- B. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
- C. Applications are to be submitted for approval by the department head and City Manager in advance of beginning the course and only for course work directly related to the employee's present job or directly related to a promotional position. A nexus between the employee's present job or promotional position and the courses undertaken must be established for consideration.
- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a 75 percent reimbursement for tuition and required textbooks to be maximum of \$1,000/year based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".
- F. In the event that an employee terminates himself as an employee of the City within a two year period subsequent to completion of the end of the semester, he will be under an obligation to reimburse the City for all cost relating to the Education Reimbursement Program. In effect, the employee is under a two year obligation or commitment to the City after completion of course work for the reimbursement under the educational program. If these standards are not complied with, reimbursement to the City will be due for that portion that corresponds to the two (2) years. Example: An employee receives an education aid reimbursement check in December 15, 1990 (for fall semester 1990). If he/she leaves city employment prior to December 16, 1992, the amount paid on December 15, 1990 must be reimbursed to the City.
- G. Employees must submit official school transcript showing a final grade received.

The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.

- H. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
- I. Expenses such as student fees, matriculation fees, lab fees, parking mileage, shall not be part of the Educational Assistance Program.

#### ARTICLE 33

##### Administrative Obligation

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

#### ARTICLE 34

##### Separability and Savings Clause

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

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

#### ARTICLE 35

##### Termination of Agreement

35.1 THIS AGREEMENT shall be in full force and effect from April 21, 1998 to and including June 30, 2002, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate, amend or revise the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

35.2 It is further provided that where no such cancellation or termination notice is

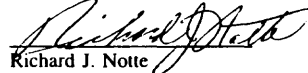
City of Sterling Heights/Teamsters Local 214 DPW Field unit  
April 21, 1998 - June 30, 2002

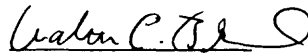
served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to expiration, or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

35.3 Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.


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


OF STERLING HEIGHTS

  
Richard J. Notte  
Mayor

  
Walter C. Blessed  
Acting City Clerk

DEPARTMENT OF PUBLIC WORKS, FIELD CITY  
UNIT, TEAMSTERS LOCAL 214

 4-14-98  
James Markley  
Business Representative

  
Jeffrey Lucas  
Chief Steward

Dated: 5-4-98

Effective July 1, 1997

2%

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	24,789	27,834	30,856	31,218	31,564	31,984	0	0	0
hourly	11.918	13.382	14.835	15.009	15.175	15.377	0.000	0.000	0.000
bi-weekly	953.44	1070.56	1186.80	1200.72	1214.00	1230.16	0.00	0.00	0.00
(Post 7/1/84 hires)									
<b>Clerk/Dispatcher</b>									
Annual	19,601	20,092	20,596	21,112	21,640	22,181	22,736	23,304	23,886
hourly	9.424	9.660	9.902	10.150	10.404	10.664	10.931	11.204	11.484
bi-weekly	753.92	772.80	792.16	812.00	832.32	853.12	874.48	896.32	918.72
Annual	24,483	25,095	25,723	26,366	27,025	27,701	28,394	29,446	0
hourly	11.771	12.065	12.367	12.676	12.993	13.318	13.651	14.157	0.000
bi-weekly	941.00	965.00	989.36	1014.08	1039.44	1065.44	1092.08	1132.56	0.00
<b>Laborer</b>									
Annual	21,174	21,929	22,686	23,441	24,198	24,957	25,712	26,347	27,002
hourly	10.180	10.543	10.907	11.270	11.634	11.999	12.362	12.667	12.982
bi-weekly	814.40	843.44	872.56	901.60	930.72	959.92	988.96	1013.36	1038.56
Annual	27,892	29,065	30,239	31,410	32,585	33,758	34,933	36,100	0
hourly	13.410	13.974	14.538	15.101	15.666	16.230	16.795	17.356	0.000
bi-weekly	1072.80	1117.92	1163.04	1208.08	1253.28	1298.40	1343.60	1388.48	0.00
<b>Vehicle Service Worker</b>									
Annual	29,615	32,633	35,649	36,100	36,666	37,171	0	0	0
hourly	14.238	15.689	17.139	17.356	17.628	17.871	0.000	0.000	0.000
bi-weekly	1139.04	1255.12	1371.12	1388.48	1410.24	1429.68	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	29,276	32,292	35,314	35,765	36,244	36,778	0	0	0
hourly	14.075	15.525	16.978	17.195	17.425	17.682	0.000	0.000	0.000
bi-weekly	1126.00	1242.00	1358.24	1375.60	1394.00	1414.56	0.00	0.00	0.00
<b>Equipment Operator C</b>									
<b>P &amp; G Maintenance</b>									
<b>Storekeeper</b>									
<b>Meter Rep. Inst.</b>									
Annual	29,615	32,633	35,649	36,100	36,666	37,171	0	0	0
hourly	14.238	15.689	17.139	17.356	17.628	17.871	0.000	0.000	0.000
bi-weekly	1139.04	1255.12	1371.12	1388.48	1410.24	1429.68	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	29,615	32,633	35,649	36,100	36,666	37,903	0	0	0
hourly	14.238	15.689	17.139	17.356	17.628	18.223	0.000	0.000	0.000
bi-weekly	1139.04	1255.12	1371.12	1388.48	1410.24	1457.84	0.00	0.00	0.00
<b>Inspector</b>									
<b>Water Service Worker</b>									
Annual	30,632	33,621	36,666	37,171	37,652	38,186	0	0	0
hourly	14.727	16.164	17.628	17.871	18.102	18.359	0.000	0.000	0.000
bi-weekly	1178.16	1293.12	1410.24	1429.68	1448.16	1468.72	0.00	0.00	0.00

Effective July 1, 1997  
2%

POSITION	A	B	C	D	E	F	G	H	I
<b>Equipment Operator B</b>									
<b>Traffic Sign Worker</b>									
<b>Sewer Serv. Clean.</b>									
Annual	31,025	34,045	37,061	37,598	38,128	38,725	0	0	0
hourly	14.916	16.368	17.818	18.076	18.331	18.618	0.000	0.000	0.000
bi-weekly	1193.28	1309.44	1425.44	1446.08	1466.48	1489.44	0.00	0.00	0.00
<b>Lab. Technician</b>									
<b>Plant Oper. Mechanic</b>									
<b>Mechanic I</b>									
Annual	31,528	34,552	37,566	38,128	38,359	39,205	0	0	0
hourly	15.158	16.612	18.061	18.331	18.442	18.849	0.000	0.000	0.000
bi-weekly	1212.64	1328.96	1444.88	1466.48	1475.36	1507.92	0.00	0.00	0.00
<b>Equipment Operator A</b>									
<b>Mechanic II</b>									
Annual	32,997	36,042	39,066	39,628	40,218	40,811	0	0	0
hourly	15.864	17.328	18.782	19.052	19.336	19.621	0.000	0.000	0.000
bi-weekly	1269.12	1386.24	1502.56	1524.16	1546.88	1569.68	0.00	0.00	0.00

Effective July 1, 1998  
3%

POSITION	A	B	C	D	E	F	G	H	I
<b>Equipment Operator B</b>									
<b>Traffic Sign Worker</b>									
<b>Sewer Serv. Clean.</b>									
Annual	31,955	35,066	38,174	38,725	39,272	39,888	0	0	0
hourly	15.363	16.859	18.353	18.618	18.881	19.177	0.000	0.000	0.000
bi-weekly	1229.04	1348.72	1468.24	1489.44	1510.48	1534.16	0.00	0.00	0.00
<b>Lab. Technician</b>									
<b>Plant Oper. Mechanic</b>									
<b>Mechanic I</b>									
Annual	32,475	35,588	38,694	39,272	39,509	40,381	0	0	0
hourly	15.613	17.110	18.603	18.881	18.995	19.414	0.000	0.000	0.000
bi-weekly	1249.04	1368.80	1488.24	1510.48	1519.60	1553.12	0.00	0.00	0.00
<b>Equipment Operator A</b>									
<b>Mechanic II</b>									
Annual	33,987	37,123	40,237	40,817	41,425	42,036	0	0	0
hourly	16.340	17.848	19.345	19.624	19.916	20.210	0.000	0.000	0.000
bi-weekly	1307.20	1427.84	1547.60	1569.92	1593.28	1616.80	0.00	0.00	0.00



Effective July 1, 1998

3%

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	25,534	28,668	31,782	32,154	32,510	32,943	0	0	0
hourly	12.276	13.783	15.280	15.459	15.630	15.838	0.000	0.000	0.000
bi-weekly	982.08	1102.64	1222.40	1236.72	1250.40	1267.04	0.00	0.00	0.00
<b>(Post 7/1/84 hirees)</b>									
<b>Clerk/Dispatcher</b>									
Annual	20,190	20,696	21,213	21,746	22,289	22,846	23,418	24,003	24,604
hourly	9.707	9.950	10.199	10.455	10.716	10.984	11.259	11.540	11.829
bi-weekly	776.56	796.00	815.92	836.40	857.28	878.72	900.72	923.20	946.32
Annual	25,217	25,848	26,495	27,156	27,836	28,533	29,246	30,330	0
hourly	12.124	12.427	12.738	13.056	13.383	13.718	14.061	14.582	0.000
bi-weekly	969.92	994.16	1019.04	1044.48	1070.64	1097.44	1124.88	1166.56	0.00
<b>Laborer</b>									
Annual	21,808	22,586	23,366	24,144	24,924	25,706	26,484	27,137	27,811
hourly	10.485	10.859	11.234	11.608	11.983	12.359	12.733	13.047	13.371
bi-weekly	838.80	868.72	898.72	928.64	958.64	988.72	1018.64	1043.76	1069.68
Annual	28,728	29,937	31,145	32,352	33,562	34,771	35,981	37,184	0
hourly	13.812	14.393	14.974	15.554	16.136	16.717	17.299	17.877	0.000
bi-weekly	1104.96	1151.44	1197.92	1244.32	1290.88	1337.36	1383.92	1430.16	0.00
<b>Vehicle Service Worker</b>									
Annual	30,503	33,612	36,718	37,184	37,766	38,286	0	0	0
hourly	14.665	16.160	17.653	17.877	18.157	18.407	0.000	0.000	0.000
bi-weekly	1173.20	1292.80	1412.24	1430.16	1452.56	1472.56	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	30,153	33,261	36,372	36,838	37,331	37,880	0	0	0
hourly	14.497	15.991	17.487	17.711	17.948	18.212	0.000	0.000	0.000
bi-weekly	1159.76	1279.28	1398.96	1416.88	1435.84	1456.96	0.00	0.00	0.00
<b>Equipment Operator C</b>									
<b>P &amp; G Maintenance</b>									
<b>Storekeeper</b>									
<b>Meter Rep. Inst.</b>									
Annual	30,503	33,612	36,718	37,184	37,766	38,286	0	0	0
hourly	14.665	16.160	17.653	17.877	18.157	18.407	0.000	0.000	0.000
bi-weekly	1173.20	1292.80	1412.24	1430.16	1452.56	1472.56	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	30,503	33,612	36,718	37,184	37,766	39,041	0	0	0
hourly	14.665	16.160	17.653	17.877	18.157	18.770	0.000	0.000	0.000
bi-weekly	1173.20	1292.80	1412.24	1430.16	1452.56	1501.60	0.00	0.00	0.00
<b>Inspector</b>									
<b>Water Service Worker</b>									
Annual	31,551	34,629	37,766	38,286	38,781	39,332	0	0	0
hourly	15.169	16.649	18.157	18.407	18.645	18.910	0.000	0.000	0.000
bi-weekly	1213.52	1331.92	1452.56	1472.56	1491.60	1512.80	0.00	0.00	0.00

Effective July 1, 1999

3%

POSITION	A	B	C	D	E	F	G	H	I
<b>Equipment Operator B</b>									
<b>Traffic Sign Worker</b>									
<b>Sewer Serv. Clean.</b>									
Annual	32,913	36,119	39,320	39,888	40,449	41,084	0	0	0
hourly	15.824	17.365	18.904	19.177	19.447	19.752	0.000	0.000	0.000
bi-weekly	1265.92	1389.20	1512.32	1534.16	1555.76	1580.16	0.00	0.00	0.00
<b>Lab. Technician</b>									
<b>Plant Oper. Mechanic</b>									
<b>Mechanic I</b>									
Annual	33,448	36,655	39,854	40,449	40,695	41,591	0	0	0
hourly	16.081	17.623	19.161	19.447	19.565	19.996	0.000	0.000	0.000
bi-weekly	1286.48	1409.84	1532.88	1555.76	1565.20	1599.68	0.00	0.00	0.00
<b>Equipment Operator A</b>									
<b>Mechanic II</b>									
Annual	35,006	38,236	41,444	42,043	42,667	43,297	0	0	0
hourly	16.830	18.383	19.925	20.213	20.513	20.816	0.000	0.000	0.000
bi-weekly	1346.40	1470.64	1594.00	1617.04	1641.04	1665.28	0.00	0.00	0.00

Effective July 1, 1999  
3%

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	26,299	29,527	32,735	33,119	33,485	33,931	0	0	0
hourly	12.644	14.196	15.738	15.923	16.099	16.313	0.000	0.000	0.000
bi-weekly	1011.52	1135.68	1259.04	1273.84	1287.92	1305.04	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	20,795	21,317	21,850	22,399	22,956	23,533	24,121	24,722	25,342
hourly	9.998	10.249	10.505	10.769	11.037	11.314	11.597	11.886	12.184
bi-weekly	799.84	819.92	840.40	861.52	882.96	905.12	927.76	950.88	974.72
Annual	25,975	26,624	27,289	27,971	28,670	29,390	30,124	31,239	0
hourly	12.488	12.800	13.120	13.448	13.784	14.130	14.483	15.019	0.000
bi-weekly	999.04	1024.00	1049.60	1075.84	1102.72	1130.40	1158.64	1201.52	0.00
<b>Laborer</b>									
Annual	22,464	23,264	24,067	24,868	25,671	26,478	27,279	27,951	28,645
hourly	10.800	11.185	11.571	11.956	12.342	12.730	13.115	13.438	13.772
bi-weekly	864.00	894.80	925.68	956.48	987.36	1018.40	1049.20	1075.04	1101.76
Annual	29,590	30,836	32,079	33,323	34,569	35,815	37,061	38,299	0
hourly	14.226	14.825	15.423	16.021	16.620	17.219	17.818	18.413	0.000
bi-weekly	1138.08	1186.00	1233.84	1281.68	1329.60	1377.52	1425.44	1473.04	0.00
<b>Vehicle Service Worker</b>									
Annual	31,418	34,621	37,820	38,299	38,900	39,434	0	0	0
hourly	15.105	16.645	18.183	18.413	18.702	18.959	0.000	0.000	0.000
bi-weekly	1208.40	1331.60	1454.64	1473.04	1496.16	1516.72	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	31,058	34,259	37,464	37,943	38,450	39,016	0	0	0
hourly	14.932	16.471	18.012	18.242	18.486	18.758	0.000	0.000	0.000
bi-weekly	1194.56	1317.68	1440.96	1459.36	1478.88	1500.64	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	31,418	34,621	37,820	38,299	38,900	39,434	0	0	0
hourly	15.105	16.645	18.183	18.413	18.702	18.959	0.000	0.000	0.000
bi-weekly	1208.40	1331.60	1454.64	1473.04	1496.16	1516.72	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	31,418	34,621	37,820	38,299	38,900	40,212	0	0	0
hourly	15.105	16.645	18.183	18.413	18.702	19.333	0.000	0.000	0.000
bi-weekly	1208.40	1331.60	1454.64	1473.04	1496.16	1546.64	0.00	0.00	0.00
<b>Inspector Water Service Worker</b>									
Annual	32,497	35,667	38,900	39,434	39,944	40,512	0	0	0
hourly	15.624	17.148	18.702	18.959	19.204	19.477	0.000	0.000	0.000
bi-weekly	1249.92	1371.84	1496.16	1516.72	1536.32	1558.16	0.00	0.00	0.00

Effective July 1, 2000

4%

POSITION	A	B	C	D	E	F	G	H	I
<b>Equipment Operator B</b>									
<b>Traffic Sign Worker</b>									
<b>Sewer Serv. Clean.</b>									
Annual	34,230	37,564	40,892	41,483	42,068	42,727	0	0	0
hourly	16.457	18.060	19.660	19.944	20.225	20.542	0.000	0.000	0.000
bi-weekly	1316.56	1444.80	1572.80	1595.52	1618.00	1643.36	0.00	0.00	0.00
<b>Lab. Technician</b>									
<b>Plant Oper. Mechanic</b>									
<b>Mechanic I</b>									
Annual	34,785	38,122	41,448	42,068	42,323	43,255	0	0	0
hourly	16.724	18.328	19.927	20.225	20.348	20.796	0.000	0.000	0.000
bi-weekly	1337.92	1466.24	1594.16	1618.00	1627.84	1663.68	0.00	0.00	0.00
<b>Equipment Operator A</b>									
<b>Mechanic II</b>									
Annual	36,406	39,765	43,101	43,725	44,374	45,029	0	0	0
hourly	17.503	19.118	20.722	21.022	21.334	21.649	0.000	0.000	0.000
bi-weekly	1400.24	1529.44	1657.76	1681.76	1706.72	1731.92	0.00	0.00	0.00

Effective July 1, 2000

4%

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	27,352	30,709	34,045	34,444	34,825	35,289	0	0	0
hourly	13.150	14.764	16.368	16.560	16.743	16.966	0.000	0.000	0.000
bi-weekly	1052.00	1181.12	1309.44	1324.80	1339.44	1357.28	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	21,627	22,170	22,724	23,296	23,874	24,475	25,086	25,710	26,355
hourly	10.398	10.659	10.925	11.200	11.478	11.767	12.061	12.361	12.671
bi-weekly	831.84	852.72	874.00	896.00	918.24	941.36	964.88	988.88	1013.68
Annual	27,015	27,688	28,381	29,090	29,816	30,565	31,328	32,489	0
hourly	12.988	13.312	13.645	13.986	14.335	14.695	15.062	15.620	0.000
bi-weekly	1039.04	1064.96	1091.60	1118.88	1146.80	1175.60	1204.96	1249.60	0.00
<b>Laborer</b>									
Annual	23,362	24,194	25,030	25,862	26,698	27,537	28,371	29,070	29,791
hourly	11.232	11.632	12.034	12.434	12.836	13.239	13.640	13.976	14.323
bi-weekly	898.56	930.56	962.72	994.72	1026.88	1059.12	1091.20	1118.08	1145.84
Annual	30,773	32,069	33,363	34,656	35,952	37,248	38,544	39,832	0
hourly	14.795	15.418	16.040	16.662	17.285	17.908	18.531	19.150	0.000
bi-weekly	1183.60	1233.44	1283.20	1332.96	1382.80	1432.64	1482.48	1532.00	0.00
<b>Vehicle Service Worker</b>									
Annual	32,674	36,006	39,332	39,832	40,456	41,011	0	0	0
hourly	15.709	17.311	18.910	19.150	19.450	19.717	0.000	0.000	0.000
bi-weekly	1256.72	1384.88	1512.80	1532.00	1556.00	1577.36	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	32,300	35,630	38,962	39,461	39,988	40,576	0	0	0
hourly	15.529	17.130	18.732	18.972	19.225	19.508	0.000	0.000	0.000
bi-weekly	1242.32	1370.40	1498.56	1517.76	1538.00	1560.64	0.00	0.00	0.00
<b>Equipment Operator C P &amp; G Maintenance Storekeeper Meter Rep. Inst.</b>									
Annual	32,674	36,006	39,332	39,832	40,456	41,011	0	0	0
hourly	15.709	17.311	18.910	19.150	19.450	19.717	0.000	0.000	0.000
bi-weekly	1256.72	1384.88	1512.80	1532.00	1556.00	1577.36	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	32,674	36,006	39,332	39,832	40,456	41,820	0	0	0
hourly	15.709	17.311	18.910	19.150	19.450	20.106	0.000	0.000	0.000
bi-weekly	1256.72	1384.88	1512.80	1532.00	1556.00	1608.48	0.00	0.00	0.00
<b>Inspector Water Service Worker</b>									
Annual	33,797	37,094	40,456	41,011	41,541	42,132	0	0	0
hourly	16.249	17.834	19.450	19.717	19.972	20.256	0.000	0.000	0.000
bi-weekly	1299.92	1426.72	1556.00	1577.36	1597.76	1620.48	0.00	0.00	0.00

Effective July 1, 2001

3%

POSITION	A	B	C	D	E	F	G	H	I
<b>Equipment Operator B</b>									
<b>Traffic Sign Worker</b>									
<b>Sewer Serv. Clean.</b>									
Annual	35,258	38,692	42,120	42,727	43,330	44,008	0	0	0
hourly	16.951	18.602	20.250	20.542	20.832	21.158	0.000	0.000	0.000
bi-weekly	1356.08	1488.16	1620.00	1643.36	1666.56	1692.64	0.00	0.00	0.00
<b>Lab. Technician</b>									
<b>Plant Oper. Mechanic</b>									
<b>Mechanic I</b>									
Annual	35,830	39,266	42,692	43,330	43,592	44,553	0	0	0
hourly	17.226	18.878	20.525	20.832	20.958	21.420	0.000	0.000	0.000
bi-weekly	1378.08	1510.24	1642.00	1666.56	1676.64	1713.60	0.00	0.00	0.00
<b>Equipment Operator A</b>									
<b>Mechanic II</b>									
Annual	37,498	40,959	44,395	45,038	45,705	46,379	0	0	0
hourly	18.028	19.692	21.344	21.653	21.974	22.298	0.000	0.000	0.000
bi-weekly	1442.24	1575.36	1707.52	1732.24	1757.92	1783.84	0.00	0.00	0.00

Effective July 1, 2001

3%

POSITION	A	B	C	D	E	F	G	H	I
<b>Clerk/Dispatcher</b>									
Annual	28,173	31,630	35,066	35,478	35,869	36,348	0	0	0
hourly	13.545	15.207	16.859	17.057	17.245	17.475	0.000	0.000	0.000
bi-weekly	1083.60	1216.56	1348.72	1364.56	1379.60	1398.00	0.00	0.00	0.00
<b>(Post 7/1/84 hires)</b>									
<b>Clerk/Dispatcher</b>									
Annual	22,276	22,836	23,406	23,994	24,589	25,209	25,839	26,482	27,146
hourly	10.710	10.979	11.253	11.536	11.822	12.120	12.423	12.732	13.051
bi-weekly	856.80	878.32	900.24	922.88	945.76	969.60	993.84	1018.56	1044.08
Annual	27,826	28,518	29,232	29,964	30,711	31,482	32,269	33,465	0
hourly	13.378	13.711	14.054	14.406	14.765	15.136	15.514	16.089	0.000
bi-weekly	1070.24	1096.88	1124.32	1152.48	1181.20	1210.88	1241.12	1287.12	0.00
<b>Laborer</b>									
Annual	24,063	24,920	25,781	26,638	27,499	28,362	29,221	29,941	30,686
hourly	11.569	11.981	12.395	12.807	13.221	13.636	14.049	14.395	14.753
bi-weekly	925.52	958.48	991.60	1024.56	1057.68	1090.88	1123.92	1151.60	1180.24
Annual	31,697	33,032	34,363	35,696	37,032	38,365	39,700	41,028	0
hourly	15.239	15.881	16.521	17.162	17.804	18.445	19.087	19.725	0.000
bi-weekly	1219.12	1270.48	1321.68	1372.96	1424.32	1475.60	1526.96	1578.00	0.00
<b>Vehicle Service Worker</b>									
Annual	33,654	37,086	40,512	41,028	41,670	42,242	0	0	0
hourly	16.180	17.830	19.477	19.725	20.034	20.309	0.000	0.000	0.000
bi-weekly	1294.40	1426.40	1558.16	1578.00	1602.72	1624.72	0.00	0.00	0.00
<b>Meter Reader</b>									
Annual	33,269	36,699	40,131	40,645	41,188	41,793	0	0	0
hourly	15.995	17.644	19.294	19.541	19.802	20.093	0.000	0.000	0.000
bi-weekly	1279.60	1411.52	1543.52	1563.28	1584.16	1607.44	0.00	0.00	0.00
<b>Equipment Operator C</b>									
<b>P &amp; G Maintenance</b>									
<b>Storekeeper</b>									
<b>Meter Rep. Inst.</b>									
Annual	33,654	37,086	40,512	41,028	41,670	42,242	0	0	0
hourly	16.180	17.830	19.477	19.725	20.034	20.309	0.000	0.000	0.000
bi-weekly	1294.40	1426.40	1558.16	1578.00	1602.72	1624.72	0.00	0.00	0.00
<b>Sewer Service Maint.</b>									
Annual	33,654	37,086	40,512	41,028	41,670	43,074	0	0	0
hourly	16.180	17.830	19.477	19.725	20.034	20.709	0.000	0.000	0.000
bi-weekly	1294.40	1426.40	1558.16	1578.00	1602.72	1656.72	0.00	0.00	0.00
<b>Inspector</b>									
<b>Water Service Worker</b>									
Annual	34,810	38,207	41,670	42,242	42,787	43,397	0	0	0
hourly	16.736	18.369	20.034	20.309	20.571	20.864	0.000	0.000	0.000
bi-weekly	1338.88	1469.52	1602.72	1624.72	1645.68	1669.12	0.00	0.00	0.00

APPENDIX B

Equipment Assignments

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

- "A" Equipment - Front-end loader (over 3-1/2 yards)  
Hopto  
Four-wheel power grader
- "B" Equipment - All dual axle or larger dump trucks with or without under carriage blades
- Vac-all truck  
Tractor or truck mounted backhoe  
Bulldozer (D-4)  
Street sweepers  
Front-end loader (3-1/2 yards and under)  
Asphalt laydown machine  
Ford 6600 Interstater  
Stump cutter  
Mo-Trim  
Mott Mower  
Cement saw (large)
- "C" Equipment - All single axle dump trucks with or without under carriage blades
- Port-a-patcher  
Roller  
Tar kettle  
Farm-type tractors  
Flatbed trucks  
Vehicles found in lower classes if assigned  
Chipper  
Ditch witch



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

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

Road Division

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

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

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

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

\* \* \*

APPENDIX C

**GUIDELINES  
SNOW EMERGENCY PROCEDURES**

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

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

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

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

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

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

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

Two shifts of personnel shall be assembled in the Parks and Grounds Maintenance Division in a like manner for snow and ice control at all municipal sites. Once the municipal sites are deemed satisfactory, these employees shall assist in alleviating the emergency conditions

throughout the City utilizing that division's snow removal equipment as well as other equipment as assigned.

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

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

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

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

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

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

\* \* \*

APPENDIX D

DISABILITY INSURANCE

Short Term Disability Income for Accident or Sickness

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

Long Term Disability Income Benefit

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

APPENDIX E

BLUE CROSS/BLUE SHIELD DENTAL PLAN

COVERAGE DESCRIPTION AND LIMITS

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

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

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

Each member (up to age 19) has a lifetime maximum of \$1,000.00 available for orthodontic services.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF STERLING HEIGHTS  
AND  
TEAMSTERS LOCAL 214, DPW FIELD UNIT

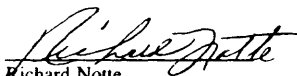
It is hereby agreed to by both parties that only the following articles contained in the April 21, 1998 through June 30, 2002 contract shall be retroactive from the date of City Council approval of this Agreement to July 1, 1997:

Wages (including overtime)  
Optical reimbursement  
Work Clothing reimbursement  
Health Allowance  
Retiree Health Care  
Longevity  
Vacation

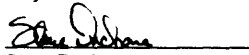
Payments under disability are not retroactive to July 1, 1997 (i.e., disability pay will not be recalculated and increased based on the retroactive wage increases). Pay increases will not apply to persons off on disability insurance until they actually return to work, per the disability insurance plan document.

All other benefits, entitlements and contract entitlements and contract language are effective the date of the execution of the Agreement, unless a specific date is otherwise provided.

FOR THE CITY OF STERLING  
HEIGHTS

  
Richard Notte

Mayor

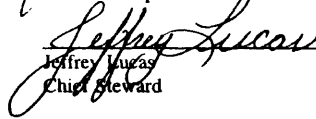


Steve Duchane  
City Manager

FOR THE TEAMSTERS LOCAL 214, DPW FIELD  
UNION



James Markley  
Business Representative



Jeffrey Lucas  
Chief Steward

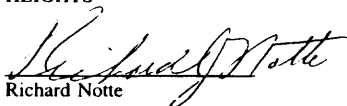
Dated: 5-4-98

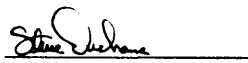
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF STERLING HEIGHTS  
AND  
THE PUBLIC SERVICES DEPARTMENT, FIELD UNIT  
TEAMSTERS LOCAL 214

It is hereby understood and agreed by both parties that the current employees performing the duties of meter reading (Eric Hoskins, Sue Cooper, Dan Redmond) shall continue the specific function of reading meters for as long as they remain employees of the City or as long as the City continues providing the service.


When a vacancy occurs due to the separation or promotion to one of these employees, the duties of that employee will be added to the classification of laborer.

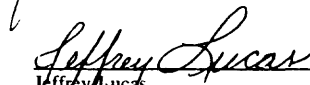
FOR THE CITY OF STERLING  
HEIGHTS

  
Richard Notte  
Mayor

  
Steve Duchane  
City Manager

FOR THE TEAMSTERS LOCAL 214, DPW FIELD  
UNION

  
James Markley  
Business Representative

  
Jeffrey Lucas  
Chief Steward

Dated: 5-4-98

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses, transfers, and adjustments. The text suggests that a systematic approach to record-keeping is essential for identifying trends and managing cash flow effectively.

In the second section, the author provides a detailed overview of the accounting cycle. This process involves ten distinct steps, from identifying the accounting entity to preparing financial statements. Each step is explained in a way that is accessible to someone new to the field, while still providing enough detail to be useful for more experienced practitioners. The cycle is presented as a continuous loop that repeats every accounting period.

The third section focuses on the classification of accounts. It distinguishes between assets, liabilities, and equity, and further breaks these down into current and non-current categories. The text explains how these classifications are used in the balance sheet and how they relate to the company's overall financial health. It also touches upon the treatment of contra-accounts and the importance of proper labeling for each account.

The fourth section discusses the process of journalizing and posting. It describes how transactions are recorded in the journal and then transferred to the ledger. The text highlights the importance of double-entry bookkeeping, where every debit has a corresponding credit, ensuring that the accounting equation remains balanced. It also provides examples of how to write journal entries for various types of transactions.

The fifth section covers the preparation of trial balances. It explains how a trial balance is used to check for errors in the ledger and to ensure that the debits equal the credits. The text notes that while a trial balance does not guarantee that all errors are caught, it is a valuable tool for identifying discrepancies. It also discusses the different types of trial balances, such as the unadjusted and adjusted trial balances.

The sixth section deals with the closing process. It describes how the temporary accounts (revenues, expenses, and dividends) are closed to the permanent equity account at the end of the accounting period. This process resets the temporary accounts for the next period and updates the equity account to reflect the company's performance over time. The text provides a step-by-step guide to the closing process, including the journal entries involved.

The seventh section discusses the preparation of financial statements. It outlines the four main statements: the balance sheet, the income statement, the statement of retained earnings, and the cash flow statement. The text explains how these statements are derived from the ledger and how they provide a comprehensive view of the company's financial position and performance. It also touches upon the importance of comparing these statements to the previous period to identify changes and trends.

The eighth section covers the topic of adjusting entries. It explains why these entries are necessary to ensure that the financial statements accurately reflect the company's financial position at the end of the period. Examples are provided for common adjusting entries, such as depreciation, amortization, and accruals. The text emphasizes that adjusting entries are a critical part of the accounting process and should be performed at the end of every accounting period.

The ninth section discusses the importance of internal controls. It describes how these controls are designed to prevent and detect errors and fraud, and to ensure the accuracy and reliability of the financial information. The text provides examples of various internal control procedures, such as segregation of duties, authorization requirements, and regular reconciliations. It stresses that strong internal controls are essential for the success of any business.

The tenth and final section discusses the role of the accountant. It describes the various responsibilities of an accountant, from record-keeping and financial reporting to tax preparation and financial analysis. The text highlights the importance of staying up-to-date on changes in accounting standards and regulations, and of maintaining a high level of ethical conduct. It concludes by noting that accountants play a vital role in helping businesses make informed financial decisions.

The document concludes with a summary of the key points discussed throughout the text. It reiterates the importance of accuracy, consistency, and ethical behavior in the accounting profession. It also provides a final thought on the value of accounting as a tool for understanding and managing a business's financial resources.



