

3913

2/29/2000

A G R E E M E N T

THIS AGREEMENT, effective the 1st day of March, 1993 1996 by and between the employees of the ELECTRICAL DEPARTMENT OF THE CITY OF STURGIS, MICHIGAN, being members of LOCAL UNION #1392, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, sometimes hereinafter referred to as the "LOCAL UNION", party of the first part, and the CITY OF STURGIS, a Michigan Municipal Corporation, party of the second part.

ARTICLE I  
TERMINATION AND DURATION

Section 1.1: The term of the Agreement is hereby declared to be from March 1, 1993 1996 to February 29, 1996 2000 at midnight, both inclusive, and shall continue in full force and effect from year to year thereafter, save in event either party shall desire to enter into another contract pertaining directly or indirectly to any of the matter herein mentioned, and or any other matter, such desiring party shall notify the other of such desire in writing sixty (60) days prior to March 1, of the year under consideration, in which event it will be the duty of the party so notified to negotiate with the noticing party in respect to said contract in a bona fide effort to reach an agreement in respect thereto for the term on one year from March 1, of the year under consideration and may continue from year to year as aforesaid.

*Sturgis City*

ARTICLE II  
PURPOSE OF AGREEMENT

Section 2.1: The purpose of this agreement is hereby declared to be to promote the amicable adjustment, compromise, and settlement of matter of differences which may arise between said parties from time to time during its term, concerning the subject matters of said agreement herein contained.

ARTICLE III  
METHOD OF NEGOTIATION

Section 3.1: The parties hereto agree to meet with and deal with each other through their duly accredited officers, representatives and committees on matters relating to hours, wages, and other conditions of employment of the employees of the City of Sturgis, Electric Department. The City agrees that all conditions of employment relating to hours of work, wages, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement. Should any dispute arise concerning such hours, wages, or

conditions of employment, the said City Manager, with such City employees or officers, as he desires to call in, and the Business Manager of the Local Union (or someone appointed by the Business Manager to represent him) who may be accompanied by a committee of employees of the City, members of said Union, shall meet and endeavor to settle such dispute, and in case of a failure to agree, the matter in dispute shall be submitted at the request of either party, to the Michigan State Employment Relations Commission for peaceful adjustment.

Section 3.2: If this Agreement is not changed in the way provided in the Termination and Duration clause herein, the wage scale and conditions of employment hereinafter set forth shall be subject to review on sixty (60) days written notice from either party hereto to the other on or after January 1, ~~1993~~ 2000 and any change agreed upon as a result of such review, concerning wage rates shall become effective the first day of the month following the expiration of such sixty (60) days notice. Changes affecting other conditions of employment shall become effective on a date agreed upon between the subject parties.

#### ARTICLE IV RECOGNITION

Section 4.1: The City hereby recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment for all employees of the Electric Department who are included in the bargaining unit.

The bargaining unit is described as follows:

All full-time employees of the Electric Generation, Line, and Meter Divisions of the Electric Department.

#### ARTICLE V UNION SECURITY

Section 5.1: As a condition of continued employment, all employees included in the bargaining unit, within thirty (30) days from the date of their employment within the Sturgis Electric Department or the effective date of this agreement, whichever is later, shall become members of the Union or pay a service fee to the Union for labor services as uniformly required by the Union for the duration of this agreement. Employees shall be deemed to be in compliance with this section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

Section 5.2: Upon receipt of a written authorization from an employee on a form, the City shall deduct from the pay due such employee for the first pay period of each month Union dues not to exceed an amount certified by the Union. Such authorization shall continue in effect for the duration of this contract.

ARTICLE VI  
SENIORITY

Section 6.1: Seniority (length of service in continuous employment) for the purpose of this agreement, except in connection with vacations (Art.IX) and layoffs (which shall be in the reverse order of seniority) shall apply to the occupational group in which that particular employee is working and shall date from the first day of employment within that occupational group.

Occupational groups shall consist of the Generation Division, the Meter Division, and the Line Division.

Section 6.2: The seniority of an employee shall terminate under any of the following conditions:

- (1) When laid off for a period of more than one (1) year; or
- (2) When an employee temporarily laid off fails to notify the City of his intentions to return to work within forty-eight (48) hours after written notice requesting such return has been sent to him by the City via certified mail to his last known address or after having given such notice of his intention to return to work, fails to return to work within two (2) weeks after the aforesaid notice has been sent to him by the City; or
- (3) When an employee resigns his employment with the City; or
- (4) When an employee is discharged for just cause.

Section 6.3: Employees laid off in any job classification because of lack of work shall be laid off in the reverse order of their lengths of service in that particular job classification. The employees so affected shall, in order of their seniority in their occupational group at the time of such reductions, be entitled to a job in the next lower classification (in which they have the necessary qualifications as determined by the City) over the employees in such next lower classification, and the employees in such lower classification who are forced out of such classification shall be entitled to a similar preference in the next lower classification except:

- (1) In no event shall an employee be entitled to a job in a classification lower than the classification in which he was initially permanently employed in that occupational group.
- (2) In laying off employees in the lowest classification in an occupational group, the seniority in the occupational group of the employees reduced to the lowest classification and the employees who heretofore have been employed therein shall determine the employees to be laid off.

After such reductions have been effective in accordance with the foregoing provisions, occupational group seniority shall determine the status of employees in each classification.

Section 6.4: When adding to the forces, those in the classification of the occupations group most recently demoted or laid off on account of curtailment of work shall be the first to be replaced within the classification provided they are physically and mentally able to return to work.

Section 6.5: In the event of a new job or vacancy, a notice of the filling of such new job or vacancy shall be posted in the Department of the occupational group in which such new job or vacancy occurs, and shall be sent by registered mail to the employees in such occupation group who are on vacation or absent due to illness at least three (3) days in advance of the date fixed by such notice for the last date for the filing of applications for the job to be filled. The senior employee determined to have the necessary qualifications as determined by the City shall be promoted for a probationary period of six (6) months after which time he will receive either the permanent classification or return to his former classification. If he returns to his former classification for any reason, he will retain full seniority within his former classification. A copy of all posted notices regarding job vacancies shall be sent by the City to the business manager for the local union of the I.B.E.W. at his South Bend address or at such other address as may be requested by the business manager.

Secondary preferential consideration shall be given to union members of a different occupational group over other applicants where a new job or vacancy has not been filled by a member of that occupational group as previously provided for in this section. The notice, necessary qualifications and probationary provisions of this section as well as the wage rates contained on Appendix "A" shall be applicable.

Section 6.6: When two (2) or more employees are promoted to a higher classification on the same day, consideration for promotion to a still higher classification shall be in the order of



their occupational group seniority.

Section 6.7: The City agrees that seniority along with other qualifications will be given consideration in the appointment of Foreman.

Section 6.8: When an employee is promoted or permanently transferred to a supervisory or other position not covered by this agreement, he may be returned to his former job classification within one (1) year of such promotion or transfer without loss of seniority accumulated before and after such promotion or transfer; after one (1) year, he may be returned to his former job classification without loss of seniority accumulated before such promotion or transfer.

Section 6.9: If the City selects an employee to fill a new job or vacancy, but he declines to accept, or if an employee fails to qualify for a new job or vacancy, the employee's eligibility in the future for a new job or vacancy shall not be prejudiced thereby.

Section 6.10: Promotions from one job title to another job title are at the discretion of the City. Pay increases within a job title, based upon time of service, shall normally be automatic. If the City chooses to withhold or delay such a pay increase the City must explain and justify withholding such pay increases to the Union. If the Union and the City cannot agree on the question, the Union may appeal the question to the Michigan State Employment Relations Commission. Where pay increases are implemented they shall become effective as of the date of qualification.

Section 6.11: An apprentice lineman who fails to obtain licensing as a journeyman lineman from the State of Michigan within four (4) years, from his or her date of hire shall be subject to discharge by the City in its sole discretion, provided, however, the City has provided an opportunity to the apprentice lineman to participate in classes required for obtaining that license.

Section 6.12: An Apprentice Operator after a minimum of twenty-four (24) months of service who successfully completes an operator's testing program to be developed by the City with input from the Union shall be promoted to the classification of Operator. An Apprentice Operator who fails to successfully pass the testing program within thirty (30) months from his or her date of hire shall be subject to discharge by the City in its sole discretion.

## ARTICLE VII WORKING RULES

Section 7.1: Following are working rules which cover hours, wages and other definite conditions of employment of the employees covered by this agreement. Those rules shall have effect in the

Electric Department of the City. The work week will begin and end at midnight Sunday or in the case of shift men, at 7 A.M. Monday.

Section 7.2: ELECTRIC LINE DIVISION, METER DIVISION, GENERATION DIVISION (except Shift Operators)

The normally scheduled working hours for these departments shall be the forty (40) hours per week, and shall be eight (8) hours per day Monday to Friday, both inclusive, between the hours of 7:30 A.M. to 11:30 A.M. and from 12:30 P.M. to 4:30 P.M. The scheduled work hours may be changed whenever it is agreeable to both the Electric Department Superintendent and the employees affected.

Section 7.3: ~~Employees of the above mentioned departments shall receive time and one half (1 1/2) in cash for all overtime worked, excepting work performed on Sundays, for which they shall receive double time.~~ Employees of the above mentioned department shall receive time and one-half (1 1/2) in cash for all overtime worked, except work performed on Sundays, for which they shall receive double time. Employees who work more than sixteen (16) hours continuously, shall receive double time in cash for all such hours in excess of sixteen (16) hours. If an employee is called out within eight (8) hours of the time he was released from work, he shall continue to be paid at double time. If an employee is released for eight (8) or more hours his pay shall revert back to the regular rate.

Section 7.4: A minimum of one two hour's pay at the applicable rate will be allowed for any call out, outside of the regularly scheduled working hours. If the call exceeds one two hours, but less than  $\pm 2 \frac{1}{2}$  hours the minimum allowance shall be one two and one-half ( $\pm 2 \frac{1}{2}$ ) hours pay. If the duration of the call is in excess of one two and one-half ( $\pm 2 \frac{1}{2}$ ) hours, but less than two three hours, the minimum allowance shall be two three (2 3) hours pay, and shall be further graduated on a similar half hour basis.

Section 7.5: An employee assigned the duties of Foreman on a temporary basis, shall be paid at the Foreman rate of pay.

Section 7.6 - All employees agree to comply with the existing MMEA Mutual Aid Agreement, the Working Agreement with the Cities of Coldwater, Dowagiac, Hillsdale, Marshall, Niles, Union City and Clinton and such other mutual aid or working agreements as shall be entered into by the City upon direction from the Electric Superintendent or his designee.

Section 7.7. Controlled Substance Testing. The parties recognize that controlled substance abuse by an employee often contributes to less than satisfactory attendance and job performance, and may needlessly endanger the safety and well being

of other employees and members of the general public. The City may require an employee to submit to urinalysis drug screening:

- A. When an employee is involved in a vehicular accident which results in death or injury, or damage to property, and there are specific facts and reasonable inferences drawn from those facts to establish reasonable cause that the employee was under the influence of any controlled substance at the time of his/her involvement; or
- B. When a supervisor has reasonable cause predicated upon specific facts and reasonable inferences drawn from those facts that an employee is under the influence of, using, selling, dispensing, or in possession of, any controlled substance unlawfully.
- C. Prior to requiring an employee to submit to urinalysis drug screening, the City will provide the employee with a written list of all specific facts and reasonable inferences it relied on to make its decision.
- D. There shall be no random testing [except as required by the CDL testing regulations].
- E. The parties further recognize that some employees hold CDL licenses and operate commercial motor vehicles owned by the City. Employees who maintain CDL licenses are required to comply with federally mandated substance and alcohol use testing policies. The parties agree to fully comply with the federal regulations and the City shall contract with the Michigan Municipal League, or a similar third party provider, which shall implement and maintain compliance and testing procedures in compliance with the federal regulations.] All procedures and methodology shall be in conformity with the appropriate Department of Transportation Procedures for Controlled Substances Testing. If any part of the agreement is, or becomes in conflict with such procedures, that part shall be invalid and the DOT procedures shall prevail.

If an employee alleges that an order requiring his/her submission to urinalysis is in violation of this Agreement, he/she shall comply with that order and may subsequently file a grievance pursuant to the provisions of this Agreement. If the grievance is sustained, the test shall be invalid, and the employee's employment situation shall revert to the status quo ante, and the employee shall be made whole in every way.

Refusal to comply with an order to submit to urinalysis drug screening given pursuant to the provisions of this section may constitute a basis for disciplinary action, up to and including discharge.



### Drug Testing Procedures:

1. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug-testing shall be adhered to by any personnel administering drug tests.
2. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
3. The bathroom facility of the testing areas shall be private and secure.
  - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
5. If the employee is unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. Failure to submit a sample shall be considered a refusal to submit to a drug test.
6. The urine sample shall be split and stored for at least one year in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available for retesting should the original sample result in a dispute.
7. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representatives.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.

### **Drug-Testing Methodology:**

1. The testing or processing phase shall consist of a two-step procedure:
  - a. Initial screening test, and
  - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the Medical Review Officer shall be held until the confirmation test results are obtained.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be at a different testing facility.
4. All testing procedures shall be in conformity with the appropriate Department of Transportation procedures for Controlled Substances Testing.
5. The laboratory selected to conduct the analysis shall be certified by NIDA.
6. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
7. Any supervisor or City representative who breaches the confidentiality of testing information shall be disciplined, and the Business Manager of the Union shall be notified in writing of the action taken.

### **Chain of Evidence-Storage:**

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.

### **Drug-Test Results:**

1. All records pertaining to department drug tests shall remain confidential, and shall not be

provided to other employers or agencies without the written permission of the person whose records are sought.

2. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

If an employee fails to pass the confirmation drug test, he/she will be allowed to participate in a substance rehabilitation program at the cost of the City. In the event an employee fails to properly conclude participation in such a program, or in the event he/she tests positively for a controlled substance at any time after the initiation of the substance control program, the employee may be terminated.

An employee found unfit as a result of this provision may apply for and receive applicable benefits as provided for under this labor agreement.

#### ARTICLE VIII

##### GENERATION DIVISION OPERATORS ASSIGNED TO SHIFTS

Section 8.1: The operators shall work forty (40) hours per week. Five positions designated by the Generation Supervisor shall be considered on shift working schedules with five consecutive working days in each weekly period. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid for all unscheduled hours, except unscheduled hours worked on the second (2nd) day off duty, which shall be considered Sunday, will be paid double or two (2) times the regular rate of pay.

#### ARTICLE IX

##### VACATIONS

Section 9.1: All employees covered by this agreement who have been employed continuous for a period of one (1) year, but less than eight (8) years will receive two (2) working weeks vacation with regular pay for the year under consideration.

All employees having eight (8) years but less than fifteen (15) years of continuous service will receive three (3) weeks vacation with regular pay for the year under consideration.

All employees having fifteen (15) years but less than twenty (20) years of continuous service shall receive four (4) weeks vacation with regular pay for the year under consideration.



All employees having twenty (20) years or more continuous service will receive five (5) weeks vacation with regular pay for the year under consideration.

No employee shall however accrue additional vacation allowances after having reached age 65. The vacation period allowed at that time will continue for the remainder of his employment.

~~Employees will take up to two (2) weeks of the vacation time granted under this section. Vacation time beyond two (2) weeks may be worked by the employee subject to department head approval. It is the responsibility of the employee to make application to his immediate management supervisor for this arrangement if so desired.~~

Employees will take up to two (2) weeks of the vacation time granted under this section. An employee who has used at least two (2) weeks of vacation in any year shall have the option of trading vacation days back to the City at the employee's current hourly rate of pay. Any days traded back to the City for payment in accordance with this provision shall be subtracted from the employee's accumulation.

~~Section 9.2: Additional time off for accumulated overtime shall not be taken in conjunction with vacation time.~~

Section 9.39.2: Vacations may be taken in one (1), two (2), three (3), four (4), and five (5) week periods upon the approval of the Department Head. Vacations may be taken for less than one week, but shall not include Saturday, Sunday, or any day observed as a Holiday in Section 10.

Section 9.49.3: Payment to part-time employees shall be based on the average number of hours worked per week during the previous year in determining the weekly vacation hours allowed in the year under consideration, such employees will be allowed vacations on the 2-3-4-5 week basis, according to their years of service with the City, the same as other employees, except that where a part-time employee is on the full time payroll of another department of the City that grants regular vacation, then this rule does not apply.

#### ARTICLE X SICK LEAVE

##### Section 10.1:

A. All employees covered by this agreement, who have been in the employ of the City for a period in excess of one (1) year, but less than two (2) years shall be entitled to one (1) working week sick leave with regular pay each vacation period year. All employees covered by this agreement who have been in the employ of

the City for a period in excess of two (2) years, but less than fifteen (15) years, shall be entitled to two (2) working weeks sick leave with regular pay each vacation period year. All employees covered by this agreement who have been in the employ of the City for a period in excess of fifteen (15) years shall be entitled to three (3) working weeks sick leave with regular pay each vacation period year.

B. In compensable injury or sickness cases, the employees sick leave accumulated time will be reduced only by that percentage of compensation paid by the City, and he will retain that portion of his sick leave accumulated time paid for by Workman's Compensation.

Section 10.2: Sick leave not taken in each vacation year shall be accumulative from year to year. In all cases a Doctor's certificate may be required. Any employee covered by this agreement with one (1) or more years service, who may be absent from duty due to illness for a longer period of time than he has accumulated sick leave, shall be given special consideration in his individual case, at the discretion of said City Manager.

Section 10.3: Sick leave may be taken in cases where a member of an employee's family meaning spouse or children, is ill, when circumstances warrant his absence from work, and approved by said City Manager.

Section 10.4: Upon retirement at age 60 or over, or upon qualifying for deferred retirement with twenty-five (25) or more years service and separating from the service of the City, an employee shall receive pay, at his regular rate, for one-half (1/2) of his accumulated unused sick leave not to exceed thirteen (13) weeks of pay.

Section 10.5: No employee will be entitled to sick allowance hereunder:

- (a) For disabilities occurring in the course of employment for other than the City or for remuneration through self-employment, or
- (b) For any period during which he is performing any work for remuneration or profit for other than the City.

#### ARTICLE XI FUNERAL PAY

Section 11.1: In case of death of an employee's immediate family (meaning Parents, Step-Parents, Spouse, Children, Brother, sister, Father-in-Law, or Mother-in-Law, Daughter-in-Law, Son-in-

Law, and Stepchildren), he shall receive upon request a maximum of three (3) consecutive calendar days off, immediately following the date of decease, without loss of basic straight time hourly pay. Depending upon conditions in each case, additional time off due to exceptional circumstances may be granted at the discretion of said City Manager.

Section 11.2: In case of death of Grandfather, Grandmother, Brother-in-Law, Sister-in-Law, Uncle or Aunt of the employee, he shall receive, upon request, the day of the funeral off without loss of basic straight time hourly pay. Depending on conditions in each case, additional time off due to exceptional circumstances may be granted at the discretion of said City Manager, except that all additional time off mentioned in this Article XI shall be deducted from sick leave accumulations.

#### ARTICLE XII JURY DUTY

Section 12.1: In case an employee is required to serve on a jury or as a witness by subpoena, he may be absent from work without loss in basic straight time hourly rate. Basic straight time hourly rate will be regarded as the difference between jury duty remuneration and his regular normal pay for such day or days.

#### ARTICLE XIII MEALS

Section 13.1: In the event the employee works immediately before or after his regularly scheduled hours of work, he shall be entitled to a meal for the first two full hours so worked and an additional meal for each subsequent continuous four hours thereafter.

Section 13.2: In the event an employee works outside of but not immediately before or after his regularly scheduled hours of work, he shall be entitled to a meal for each continuous four hours so worked; provided however, that in the event the hours so worked are the regularly scheduled hours, but on an unscheduled day, no meals will be furnished if workers are notified by quitting time the preceding regularly scheduled day.

Section 13.3: In the event unanticipated work is required of an employee during unscheduled working hours so as to prevent him from providing his own meal or meals during regularly scheduled working hours, the City will furnish such meal or meals.

Section 13.4: If it is impractical for employees to leave the job for the purpose of eating, the Foremen in charge if practical, will make arrangements that meals be brought to such employees.

Section 13.5: Time consumed, not to exceed one hour, in going to and from an eating place and in eating, shall be included as time worked, provided overtime worked is four (4) hours or more. When overtime worked is less than four (4) hours, then time consumed in going to and from an eating place and in the eating shall not be paid for. It is expected that the obtaining of meals will not interfere with the restoration of service during emergencies. The ranking Supervisor at the scene of the emergency will determine the time to stop for meals. If the employee elects not to eat the meal, he will receive the one hour's pay, at the applicable rate, as provided in this Section 13.5.

Section 13.6: Unless the City has previously arranged to pay for such meals, the employee shall pay for the same, and shall be reimbursed by his Supervisor upon producing receipts or other proper evidence of such disbursements.

ARTICLE XIV  
STAND-BY DUTY  
LINEMAN AND GROUND MEN  
LINEMAN STAND-BY DUTY

Section 14.1: Any employee designated for Stand-by-duty each evening in the week (Monday to Friday, except Holidays or designated holiday 4:30 P.M. to Midnight) shall be subject to call, and be compensated for such stand-by-duty each work week as follows:

- (a) If not called out for duty, he shall be allowed ten (10) hours pay.
- (b) If called out for duty, and works less than an aggregate of five and one-third (5 1/3) hours during the work week, he shall be allowed ten (10) hours pay.
- (c) If called out for duty and works in excess of five and one-third (5 1/3) hours during any work week, he shall be allowed the regular overtime rate for hours worked in excess of five and one-third (5 1/3) hours, and ten (10) hours standby pay.

Section 14.2: The employee designated for stand-by-duty Saturday 7:30 A.M. to Monday 7:30 A.M. shall be subject to call and be compensated as follows:

- (a) If not called out for duty, he shall be allowed ten (10) hours pay.
- (b) If called out for duty and works less than four (4) hours, he shall be allowed ten (10) hours pay.

- (c) If called out for duty and works in excess of four (4) hours, he shall be allowed the regular overtime rate for all hours worked in excess of four (4) hours, and ten (10) hours stand-by pay.

Section 14.3: The employee on Stand-by-duty will not be required to do primary work or changing of transformers, unless the regular line crew is at the location of trouble to assist in performing such duties. The Stand-by crew shall be paid the applicable rate when additional help is called to assist.

Section 14.4: No Stand-by-duty will be used on a holiday or designated holiday, however, there will be no reduction in allotted hours of Stand-by allowance in a week in which a Holiday or day observed as such falls.

Section 14.5: An employee called out for stand-by duty shall report for duty in not more than thirty (30) minutes following notification of the need to report.

#### ARTICLE XV HOLIDAYS

Section 15.1: All full-time employees, including probationary employees, will be paid eight hours pay at the regular rate of pay for the following: A Personal leave day, usually taken during the employees birthday month with approval of the Department Head, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day. When any Holiday, Except Christmas Day, falls on Saturday the preceding Friday shall be observed. When Christmas Day falls on Saturday, the following Monday shall be observed. When any holiday, except Christmas Eve, falls on Sunday, the following Monday shall be observed. When Christmas Eve falls on Sunday, the preceding Friday shall be observed. When Christmas Eve falls on Wednesday, the following Friday shall be observed.

Section 15.2: When a designated holiday is scheduled work day, and is worked, the employee will receive one and one-half (1 1/2) times the regular rate of pay for all regular scheduled hours worked in addition to the holiday pay. All other Holiday hours worked shall be paid at two (2) times the regular rate.

#### ARTICLE XVI GENERATION SHIFT OPERATORS

Section 16.1: If two operators are scheduled and available to work the same shift on a Holiday, only one operator shall work. The senior operator shall have the option of working or not working the Holiday.

Section 16.2: When a designated Holiday falls on a shift operator's day off, he shall receive another working day off or eight (8) hours holiday pay. The operator shall receive the day off or the holiday pay within 30 days after the Holiday at the discretion of the Generation Supervisor.

Section 16.3: An employee who is absent from work for any reason in accordance with his regular schedule on the scheduled work day immediately preceding one of such Holidays or the work day immediately following such Holiday, will receive no Holiday pay for such Holiday unless the absence was excused by the employees supervisor.

ARTICLE XVII  
PROBATIONARY EMPLOYEES

Section 17.1: All new employees shall be considered employed on a probationary basis for the first six (6) months of continuous employment.

Section 17.2: Should a probationary employee during the first six (6) months of his employment, be in the opinion of the City unfit, unqualified or unsatisfactory for this job, the City shall have the unrestricted right to lay off or discharge such employee at any time during that period without previous notice to the employee. If retained after the six (6) months period, such employee shall be considered a regular employee, entitled to all rights and privileges and subject to all obligations provided in this agreement.

ARTICLE XVIII  
SAFETY

Section 18.1: A Line Foreman or the Line Supervisor shall be with the crew at all times when engaged in working primary hot or changing of transformers. All men shall be provided with proper safety equipment.

Section 18.2: Safety meetings for all men will be held at least once a quarter during working hours. Daily job briefing will be conducted by the Supervisors or Foremen.

Section 18.3: The City shall reimburse bargaining unit employees for the cost of one (1) pair of safety shoes or boots each year in a sum not to exceed Thirty and 00/100 (\$30.00) Dollars per year.

Section 18.4: The City shall provide eleven (11) uniforms (shirts and trousers) to all full-time bargaining unit employees.



Full-time bargaining unit employees shall have the option of providing their own trousers (which the employee shall clean and maintain) and receive a trouser allowance from the City in an amount of Seventy and 00/100 (\$70.00) Dollars per year commencing ~~March 1, 1993~~. Employees may choose either cotton or polyester uniforms provided, however, the choice of any such uniform is in compliance with applicable federal and state health and safety laws and regulations.

Section 18.5: Any changes mutually agreed upon between the parties hereto shall become effective upon confirmation by said City Commission of the City of Sturgis, Michigan.

#### ARTICLE XIX HEALTH & WELFARE

~~Section 19.1: Health Insurance. All regular, full-time employees are eligible for group hospitalization, medical and surgical insurance coverage at no cost to the employee. There shall be no reduction in benefits from the Blue Cross-Blue Shield policies carried by the City in January 1978. Dependents may be included under the plan. The employee will pay the first \$5.00 of the monthly premium for dependents.~~

Section 19.1: Health Insurance and Benefits. All regular, full-time employees are eligible for group hospitalization, medical and surgical insurance coverage together with other miscellaneous benefits as provided by the City health insurance plan provided by the City to non-bargaining unit employees. The City shall, during each year of this contract, contribute \$200 per year into a Section 125 Plan for deferment of medical expenses for each employee participating in the 125 Plan. The City will provide, at its cost, individual or family memberships at the Doyle Recreational Center for each employee during each year of this contract.

Section 19.2: Health Insurance Continuation. Effective March 1, 1990, future retirees from the bargaining unit who are not eligible for Medicare shall pay a sum equal to thirty percent (30%) of the health insurance premium for themselves, or their spouses, or both. Bargaining unit employees who are presently retired and who are not eligible for Medicare, shall pay the same amount that they are presently paying for health insurance premiums, until such time as they become eligible for Medicare benefits. Effective March 1, 1990, present and future retirees who receive Medicare shall contribute Twenty and 00/100 (\$20.00) Dollars per month, and an additional \$20.00 per month for the retiree's spouse, if any, for health insurance premiums. In the event the retiree dies after retirement, the retiree's spouse, if any, will be entitled to continue coverage, provided the spouse pays the employee portion of the monthly health insurance premium. The word "spouse" as used herein shall mean that person to whom the retiree is married at the

time of retirement. The City shall pay the remaining portion of the monthly health insurance premium for retirees and/or the retiree's spouse.

Section 19.3: Pension. All regular, full time employees shall be "general members" of the retirement system. All pension rights and benefits due employees shall vest after ten (10) years of continuous service with the City of Sturgis. The City shall periodically contribute sufficient funds into the Sturgis Retirement System in order to pay for the defined benefit pension (as is set forth in the employee handbook) for all bargaining unit employees working one thousand (1,000) hours or more each year. If the service of an employee shall be terminated for any reason, except retirement, all employee contributions to the retirement system, which were made prior to September 20, 1985, may, at the option of the employee, be refunded, plus interest at three percent (3%) per annum. Former employees, who withdrew their employee contributions at the time their employment was terminated, who are rehired by the City and who fail to repay to the Sturgis Retirement System the employee contributions that were formerly withdrawn, shall not be credited for prior years' service when computing years of credited service.

Effective as of March 1, 1996 the pension factor for all regular, full-time employees, shall be 1.8. The additional cost of increasing the factor from 1.2% of the first \$4,200 of FAC and 1.7% of FAC over \$4,200 to 1.8% of FAC, as determined annually by the then existing actuary for the City, shall be paid equally by the City and each employee. The employee portion of the increased costs will be deducted from the wages of each employee and remitted to the City retirement system.

~~Effective as of March 1, 1993~~ All employees may voluntarily retire after twenty-five (25) years of service with full pension benefits.

Employees at the time of retirement shall be provided an option, commonly known as a "pop-up" option, whereby the pension benefits to be received by an employee shall be set at a certain rate during the lifetimes of the employee and the employee's spouse, but shall increase to a higher rate upon the death of the employee's spouse.

Section 19.4: Dental Insurance. The City shall provide and pay the expense of a dental insurance program for all full-time bargaining unit employees, including dependents.

Section 19.5: Life Insurance. The City shall provide all regular, full-time employees with term life insurance in the amount of ~~\$10,000 commencing thirty one days after date of first employment.~~ amounts provided by the City pursuant to the insurance plan provided by the City to non-bargaining unit employees. All

ARTICLE XXIII  
NON-CLIMBING LINEMAN

Section 23.1: Any lineman that cannot climb poles, or any tree trimmer that cannot climb trees, due to physical hardship, may be reclassified to the next lower pay rate. Such reclassification shall be negotiated by the City and the Union.

ARTICLE XXIV  
EDUCATION

Section 24.1: An employee within the bargaining unit may, on his own time, elect to undertake advance training or education from a recognized institution (high school, college or correspondence school). In such case, the tuition cost and books incurred in such educational program shall be reimbursed to the employee if all of the conditions are met:

- (a) The Electric Superintendent must certify that the training or course work will relate directly to the employee's occupation and enhance the employee's ability to perform his current job and prepare him for promotion within the department.
- (b) The employee will give evidence, in writing, of successfully completing the training course or educational materials.
- (c) The employee shall give evidence in writing of the cost of tuition and books for the training courses or educational materials.

Section 24.2: Employees shall be reimbursed transportation costs to and from schools that he or she may attend at the prevailing City mileage rate provided:

- (a) The employee is the only one who drives and uses his own vehicle.
- (b) If more than one employee attends the class, the employees shall "car pool".
- (c) There is a maximum of \$150.00 per year for any one (1) employee.
- (d) The course must be presented within one hundred (100) miles of Sturgis, Michigan.

Section 24.3: An employee within the bargaining unit may, with prior approval from the electric superintendent, attend continuing education courses necessary to obtain or maintain

certifications or licensing as required by law from time to time for employees of the City. The City shall pay reasonable costs and expenses incurred by the employee in attending any such classes. The City shall not be obligated to pay an employee more than eight hours wages for any one (1) workday.

ARTICLE XXV  
LEGAL REQUIREMENTS

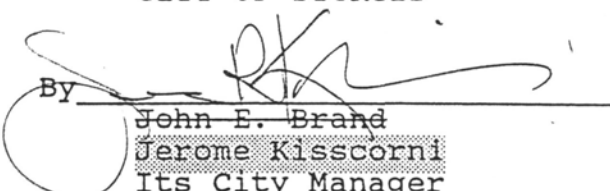
Section 25.1: Nothing in this agreement shall be construed to require either of the parties hereto to act contrary to any State or Federal Law or regulation. In the event of any such conditions might arise, both parties shall negotiate changes to this contract to the extent necessary to comply to such law or regulations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 1st day of March, ~~1993~~ 1996.


CITY OF STURGIS

LOCAL UNION #1392,  
INTERNATIONAL BROTHERHOOD  
OF ELECTRIC WORKERS

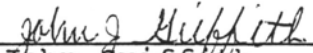
By

  
\_\_\_\_\_  
John E. Brand  
Jerome Kisscorni  
Its City Manager


By

  
\_\_\_\_\_  
David L. Schimmel  
Its Business Manager

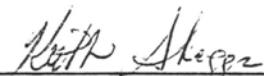
By

  
\_\_\_\_\_  
John Griffith  
Electric Superintendent


By

  
\_\_\_\_\_  
James Sabrosky  
Neg. Comm. Member

By

  
\_\_\_\_\_  
John Slawinski  
Keith Skaggs  
Neg. Comm. Member

By

  
\_\_\_\_\_  
Howard LeCount  
Neg. Comm. Member

APPENDIX "A"  
WAGES

All employees are paid on an hourly rate and work a forty (40) hour week.

	<u>3/1/96</u> (3.5%)	<u>3/1/97</u> (3.5%)	<u>3/1/98</u> (3.5%)	<u>3/1/99</u> (3.5%)
<u>ELECTRIC LINE DIVISION</u>				
Apprentice Lineman				
Start	\$12.92	\$13.37	\$13.84	\$14.32
After 6 Mos.	13.70	14.18	14.68	15.19
After 12 Mos.	14.27	14.77	15.29	15.82
After 18 Mos.	14.91	15.43	15.97	16.53
After 24 Mos.	15.67	16.22	16.79	17.37
After 30 Mos.	16.29	16.86	17.45	18.06
Lineman	17.99	18.62	19.27	19.95
Line Foreman	18.47	19.12	19.79	20.48
Trimmer				
Start	12.92	13.37	13.84	14.32
After 6 Mos.	13.70	14.18	14.68	15.19
After 12 Mos.	14.27	14.77	15.29	15.82
After 18 Mos.	14.91	15.43	15.97	16.53
After 24 Mos.	15.67	16.22	16.79	17.37
Trimmer Foreman	16.28	16.85	17.44	18.05
<u>METER DIVISION</u>				
Meter Reader				
Start	9.63	9.96	10.31	10.67
After 6 Mos.	10.69	11.07	11.45	11.85
Meter Serviceman				
Start	13.32	13.79	14.27	14.77
After 6 Mos.	14.20	14.70	15.21	15.74
After 12 Mos.	15.32	15.86	16.41	16.99
After 18 Mos.	15.97	16.53	17.11	17.71
<u>GENERATION DIVISION</u>				
Apprentice Operator				
Start	13.08	13.54	14.01	14.50
After 6 Mos.	13.90	14.39	14.89	15.41
After 12 Mos.	14.91	15.44	15.97	16.53
After 18 Mos.	15.53	16.07	16.64	17.22
Operator	16.14	16.70	17.29	17.89
Electronics Main. Man	16.46	17.04	17.63	18.25
Maintenance Man	16.60	17.18	17.78	18.40
Chief Maintenance Man	16.87	17.46	18.07	18.70

In addition to the above referenced wages, effective as of March 1, 1996, employees working the second or third shift shall be entitled to a twenty-five (\$.25) cent per hour shift differential pay.