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COLLECTIVE BARGAINING AGREEMENT

between

CITY OF ADRIAN

and

**UNITED STEELWORKERS OF AMERICA
AFL-CIO, CLC
LOCAL UNION NO. 14663**

Adrian, City of

***Effective September 23, 1996
Expires July 1, 1999***

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AGREEMENT

THIS AGREEMENT, entered into this 23rd day of September, 1996, by and between THE CITY OF ADRIAN, a Michigan Municipal Corporation, hereinafter referred to as the City, and UNITED STEELWORKERS OF AMERICA, AFL-CIO, CLC, on behalf of its LOCAL UNION NO. 14663, 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 City, employees, and the Union.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner, without interruption of said services to the public.

To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I - RECOGNITION

Section 1. Bargaining Unit.

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City 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 for the term of this Agreement for the employees of the City included in the bargaining unit described below:

(b) All employees as follows:

1. Waste Water - Excluding Chief Operator, Chemists, and all City supervisory employees.
2. Water Department - Plant, excluding Chief Operator, Chemists and all City supervisory employees.

3. Water Department - Maintenance and Construction, excluding working foreman, crew leaders, meter readers, customer servicemen, and all City supervisory employees.
4. DPW - Streets, excluding foremen, working foremen, crew leaders, and all City supervisory employees.
5. Engineering, excluding professional engineering, inspectors, engineering aides, clerical and all City supervisory employees.
6. Parks, Trees and Cemeteries, excluding foremen, working foremen, crew leaders, and all City supervisory employees.

Section 2. Check-Off.

(a) The Employer agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization to do so as set forth below, the membership dues of the Union which include monthly dues, initiation fees, and assessments uniformly and lawfully made, in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and promptly forwarded to the Treasurer, United Steelworkers of America, AFL-CIO-CLC, at the address he authorizes.

(b) Check-Off Authorization Form: For United Steelworkers of America.

Company

Plant

_____, 19__
Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment within the collective bargaining unit in the Company, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union, as my membership dues in said Union.

The aforesaid membership dues shall be remitted promptly by you to the International Treasurer of the United Steelworkers of America, AFL-CIO-CLC, at the address he authorizes.

This assignment and authorization shall be effective and cannot be canceled for a period of one (1) year from the date appearing above or until the termination date of the current Collective Bargaining Agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Company within fifteen (15) days following the expiration of any such year or within the fifteen days following the termination date of any Collective Bargaining Agreement between the Company and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

Local Union No. _____

Signature

United Steelworkers of America

Check No. _____

Ledger No. _____

(c) A checkoff list shall accompany the deductions setting forth the name of all permanent and temporary employees in the bargaining unit including hirees and terminees and amount of dues, initiation fees and a copy of said deduction list shall be forwarded to the President and Financial Secretary of Local Union No. 14663.

Section 3. Agency Shop.

All permanent and temporary employees of the City who are members of the bargaining unit, but who are not members of the Union and who desire membership in the Union shall confirm their desire to join for the duration of this Agreement by initiating their Union application form and dues deduction authorization forms as provided in Section 2 of this Contract.

Membership in the Union is not compulsory for permanent and temporary employees of the bargaining unit, but those who do not desire to join the Union must authorize the City to deduct from their pay an amount equal to the initiation fee and the monthly dues of the Union to be paid to the Union.

Any member of the bargaining unit who fails to join the Union or does not authorize the deductions set forth above, shall be discharged. New probationary employees and temporary employees must, within thirty (30) days after the effective date of this contract or at the end of thirty (30) days after the date of hire, whichever is later, agree to join the Union or to pay the Union an amount equal to the initiation fee and the regular monthly dues of the

Union. Employees not otherwise exempt, who fail to comply with this requirement within sixty (60) days after the effective date of this contract, shall be discharged by the employer.

If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purposes of adequate replacement.

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by the reason of action taken by the City in compliance with this Article.

ARTICLE II - REPRESENTATION

Section 1. For the handling of grievances on its behalf, the Union shall elect from among the seniority employees a committee of three (3), one of whom shall be designated as the Chairperson. Two (2) alternates who may act in the place of a regular committee member when a member is absent.

Section 2. In addition to the committee, the Union may select, from the seniority employees in each of the Districts below, a steward to represent employees at Step One of the Grievance Procedure. For the purpose of this Agreement, the Districts shall be as follows:

- District 1 - Public Works Department and Parks and Trees
- District 2 - Waste-Water Treatment Plant, Cemeteries and Engineering
- District 3 - Water Plant
- District 4 - Water Department - Maintenance and Construction, and Sewer Street Maintenance

Stewards shall only represent those employees in their respective District unless the Steward in that respective district is on authorized leave of absence.

Section 3. Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and will, from time to time, provide prompt notice of any changes.

ARTICLE III - NO DISCRIMINATION

Section 1. No Discrimination.

There shall be no discrimination against any employee because of his membership in the Union, because of his acting as an officer or in any other capacity on behalf of the Union.

Section 2. Neither the City nor the Union shall discriminate against any employee because of age, sex, race, nationality, religion, handicap, political belief, or for Union activity.

ARTICLE IV - NO STRIKE-NO LOCKOUT

The Union agrees that there shall be no strikes, slowdowns, or other interruption of work or restriction of production or operations of the City by any of its members during the term of this Agreement. It is the intent of the parties that all grievances and disputes shall be processed through the Grievance Procedure of this Agreement. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE V - MANAGEMENT RESPONSIBILITY

Section 1. It is recognized that the Management of this City, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but, by no means wholly inclusive, are: the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, services to be performed or maintained, maintenance and repair, amount of supervision necessary, machinery and their tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

Section 2. It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces (including the right to hire, suspend or discharge for just cause, establish reasonable rules and regulations, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons) is vested exclusively in the City, subject only to the seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth, provided that seniority shall continue to be taken into consideration in job assignments.

Section 3. Crew leaders and other supervisors may continue to work with and assist employees provided, however, it is not the intent of this Agreement to allow crew leaders and other supervisors to perform the work normally performed by members of the bargaining unit in order to avoid calling in qualified bargaining unit employees for overtime if the work in question is in excess of one (1) hour duration (provided this shall not apply in cases of emergencies). The Union shall have the right to see the time turned in by the supervisor. It is also not the intent of this Agreement to allow said leaders or other supervisors to take over the work being done by a bargaining unit employee and reassign the employee to other duties unless prior arrangements have been made (i.e., this was prescheduled by the leader or supervisor).

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Should a difference arise between the City and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the Grievance Procedure set forth below.

Step 1. Any complaint of an employee shall be taken up by the aggrieved party, the District steward if requested, and the foreman. If no District steward is on the job site, then such meeting shall be arranged within three (3) working days. In the event the District steward is not available within the three days, the meeting will be held with an alternate appointed by the local Union President. If not settled, it shall be reduced to writing, citing the section of the contract alleged to have been violated and the date of the Step One meeting and signed by the grievant and submitted to the Department Head. The foreman shall initial the date of the Step One meeting. Any grievance not submitted to the Department Head within five (5) working days after the employee should have had knowledge of the occurrence or the cause upon which the grievance is based or in any event within thirty (30) days from the cause upon which the occurrence is based, shall be automatically closed. A District steward may be permitted to leave his job upon request and after receiving an approval by his foreman, for the purpose of investigating a grievance in his District, and such permission shall not be unreasonably withheld. Such District steward shall report to his foreman upon completion of his investigation.

Step 2. Within five (5) work days of receipt of the written grievance, a meeting will be held between the grievance committee and the Department Head, Personnel Director and/or other designated City representatives to discuss the grievance provided, however, the City reserves the right to forego the meeting in the event the City grants the grievance prior to said meeting. In the event a meeting is held, the City shall give its written decision within three (3) working days (excluding Saturdays, Sundays and holidays) following the discussion of the written grievance. The Personnel Director of the City shall provide the Union with a list of Department Heads and supervisory personnel referred to in this Agreement.

Step 3. In the event the grievance is not settled in Step 2, the Union may, within five (5) work days of receipt of the City's answer in Step Two, request in writing a meeting between the committee and the Union's International Representative and the City Administrator and/or his designated representatives. The meeting will be held within fifteen (15) working days after receipt of the request, or at a later mutually agreeable date. The decision of the City following this meeting shall be served upon the Union's International Representative in writing by registered or certified mail within five (5) working days at the end of the meeting unless time is extended by mutual agreement. The Local Union President will be sent copies of the City's third (3rd) step answers at the time of mailing to the International Union Representative.

Step 4. In the event any grievance is not settled satisfactorily at the conclusion of Step 3 of the Grievance Procedure, then either party may request arbitration thereof. The party requesting arbitration must notify the other party in writing within thirty (30) calendar days of the day the written disposition of the grievance under Step 3 was served by the City on the Union. In the event that either party shall fail to serve such written notice within the time set forth above, the matter shall be deemed to be settled on the basis of the written disposition under Step 3 and shall not be subject to arbitration. When arbitration has been requested and notice given, a request shall be made for appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then existing. All such requests for arbitration shall be in writing and shall state the precise issue to be decided, the

specific portions of the Agreement which are claimed to have been violated and the basis on which such violations are claimed. For purposes of this clause, all notices served on the Union shall be served on the Union's International Representative and to the American Arbitration Association as set forth above in writing by registered or certified mail. All notices served on the City shall be served on the City Clerk and to the American Arbitration Association as set forth above in writing by registered or certified mail.

(b) The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no-strike pledge in this Agreement.

The arbitrator shall have full power to determine if either party to this Agreement has authorized and/or committed any act in violation of the "NO STRIKE-NO LOCKOUT" provisions of this Agreement titled "JOINT RESPONSIBILITIES."

(c) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

(d) The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain a reference to statutes, decisions, regulations, or other extra contract matters not specifically incorporated in this Agreement.

(e) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

(f) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate

with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

(g) The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any case, subject to Section 6 below.

(h) It is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole or in part, due to the length of the employee's service with the Employer, except in the sole discretion of the Employer, nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based upon an employee's length of service with the Employer.

Section 2. Any grievance not appealed in writing within five (5) working days from a decision in one of the steps of the above procedure to the next step as prescribed, shall be considered dropped. In the event no answer is given within the time limits of each step, the Union may appeal to the next step within five (5) working days of the expired time limit.

Section 3. Authorized committee members, and/or stewards, shall be paid for time lost during working hours in attending grievance meetings with City representatives. A member of the committee or a steward may be permitted to leave their job upon request and after receiving approval by their foreman, for the purpose of investigating a grievance in their District, and such permission shall not be unreasonably withheld.

Such committee members or Stewards shall report to their foreman upon completion of their investigation and if they go into the department of another foreman, they must first notify such foreman of his presence. This right to receive pay for time lost shall not be abused. The City will furnish cards for the maintenance of records of time spent hereunder. Grievances shall be reduced to writing during non-working hours (i.e., before or after work or during the lunch period).

Section 4. Any complaints involving discharge or disciplinary suspensions of five (5) work days or more must be filed in writing at Step Three within three (3) working days after a written notice has been filed with the committee. The City shall render a decision within three (3) working days after receipt of the complaint.

Section 5. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, work of a similar class at the present contract rate, or as may be agreed to by the parties.

Section 6. The City shall not be required to pay back wages in excess of thirty (30) days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any other compensation that he may have received from any source including unemployment compensation during the period of back pay.

Section 7. All notices of disciplinary action, up to and including discharge, taken and the reasons therefore shall be in writing. Wherever practicable, employees shall not be required to leave the premises until they have been afforded an opportunity to talk to their District Steward. A copy of such notices shall be given to the District Steward (or Grievance Chairperson) if the District Steward is the one being disciplined via the departmental mail.

Section 8. An agreement reached between the management and the committee is binding on all workers affected and cannot be changed by any individual.

Section 9. Meetings between the committee and management may be held at any time upon mutual agreement between the parties. An agenda shall be prepared and submitted by each party to the other at least three (3) days prior to the meeting. Grievances shall not be a topic of the committee management agenda. Authorized committee members shall be paid for time lost during their working hours in attending these meetings. The City Administrator or his designated representative will notify supervisory personnel of scheduled Labor-Management meetings.

Section 10. Authorized representatives of the Union shall be granted access, upon reasonable advance notice, for the purpose of adjusting grievances with the designated supervisors as provided herein. The name of representatives so authorized shall be on file with the City.

(a) Working days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

(b) A grievant may attend a meeting at Step 2 and/or Step 3 if requested by either party.

(c) If an employee elects to pursue any legal or statutory remedy, such election will bar further or subsequent proceedings for relief under the Grievance Procedure including arbitration.

ARTICLE VII - RULES AND DISCIPLINE

Section 1. The City shall have the right to establish, amend and enforce reasonable rules for employees to follow not in conflict with the expressed provisions of this Agreement.

Section 2. New or amended rules will be published five (5) working days prior to their effective date.

Section 3. In disciplining employees for violation of minor infractions, the City will follow the progressive discipline steps as outlined below:

First Violation	-	Written Instruction and Cautioning
Second Violation	-	1-Day Suspension Without Pay
Third Violation	-	2-Day Suspension Without Pay
Fourth Violation	-	5-Day Suspension
Fifth Violation	-	Discharge

provided it is understood that the City shall retain the right to discipline an employee up to and including discharge for repeated violation of rules.

In disciplining an employee, a prior warning and/or suspension of less than five (5) days (for other than absenteeism and tardiness which is covered in Section 5 below) will be disregarded after 24 months, provided no further disciplinary action of any kind has been issued to the employee during said period.

Section 4. Violation of major infractions shall subject an employee to disciplinary action, up to and including, discharge.

Section 5. After a one (1) year lapse between the time an employee receives a written reprimand for violating either the absenteeism or tardiness rule and the next violation of the rule, the last written reprimand will be removed from his record.

**ARTICLE VIII -
PROBATIONARY AND TEMPORARY EMPLOYEES**

Section 1. A new employee shall be a probationary employee without seniority until the employee has been employed and actively at work for ninety (90) days of work. At the end of which period employees shall be entered on their department seniority list of the City as of the first day of their employment, except that temporary employees shall not acquire seniority nor shall they be eligible for, or receive those benefits or credits due employees who have acquired seniority.

Section 2. A probationary employee may be laid off or terminated at the discretion of the City, without recourse of the grievance procedure. Employees laid off or terminated during their probationary period and rehired as probationary employees within ninety (90) calendar days following their last day of work will be considered to be completing the probationary period they previously started. Employees who complete their probationary period in this manner will be credited with ninety (90) days seniority, retroactively, from the day they complete their probationary period, for the purpose of determining their date of employment and position on the seniority list. An employee rehired after ninety (90) calendar days will be considered a new employee and will begin a new probationary period.

Section 3. Employees who complete their probationary period satisfactorily shall then begin to receive S. & A. D. B. insurance and vacation credit.

Section 4. Temporary employees shall not acquire seniority, nor shall they be eligible for, or receive, those fringe benefits or credits due employees who have acquired seniority, nor shall they be covered by the provisions of this Agreement, except as set forth in Article I, Sections 2 and 3. Temporary employees may be laid off or terminated at the discretion of the City. In the event a temporary employee is hired to perform seasonal work and is retained beyond the season to fill a permanent bargaining unit position, the person shall, on such date, be reclassified as a probationary employee and serve the required probationary period from that point.

1. A temporary employee is an employee who either (a) is employed between April 1st and October 31st; (b) works irregularly; (c) normally works a schedule of not over thirty (30) hours per week; or (d) is hired in connection with a specific project or assignment which will not exceed sixty (60) days of work.
2. Under normal circumstances, a temporary employee will not work overtime except in the three-week period preceding Memorial Day. In the cemetery, a temporary employee may work overtime outside of the three-week period preceding Memorial Day if all employees in the classifications within the cemetery itself are scheduled to work the overtime or have been offered the opportunity to work the overtime.
3. The City shall have the right to schedule up to five (5) temporary employees on a Tuesday to Saturday and/or Sunday to Thursday schedule to do PSE I type work (including operating packer, but not driving it).
4. The temporary at the ice rink is excluded from the above restrictions.

ARTICLE IX - SENIORITY

Section 1. Employees, other than temporary employees, upon completion of their probationary period, shall be placed on their department seniority list as provided in Article VIII, above. When two (2) or more employees are hired on the same date, the employee, whose card was punched in first shall be considered senior. New employees shall be assigned to a department and be placed on their department seniority list in accordance with such seniority date. When two (2) or more employees enter a department on the same day, the employee with greater service with the City shall be placed on such list first.

Section 2. In the event employees are permanently transferred from one department to another, for any reason, they shall be placed on such new department seniority list in accordance with their date-of-entry in such department, provided, however, in Departments 3, 4 and 5, listed in Section 4 below, after an employee has been in said departments for one (1) year his date of entry seniority shall be his date of hire as defined under Article VIII, Section 2. They shall also retain their accumulated seniority in their former department. The above shall apply to all permanent transfers, whether the transfer is at the employee's request or at management's

request. All such transfers will be made in accordance with this Agreement. There shall be no change in seniority as a result of temporary transfers.

Section 3. The departments for purposes of seniority shall be:

1. Waste-Water Treatment Plant
2. Water Department - Plant
3. Water Department - Maintenance and Construction and Sewer Crew
4. D.P.W. - Streets and Engineering
5. Parks, Trees and Cemeteries.

Section 4. Seniority shall terminate and an employee shall be discharged if the employee:

1. Quits or retires.
2. Is discharged for just cause and not reinstated.
3. Is absent for three (3) consecutive work days without notifying the City within said period, unless as a result of physical impossibility.
4. Is absent for three (3) consecutive days without justifiable reason.
5. Gives a false reason to obtain a leave, or fails to return to work on the first day after termination of any leave of absence without a bonafide excuse acceptable to the City.
6. Is laid off for a period equal to his seniority at the time of layoff of three (3) years, whichever is lesser.

Section 6. The seniority of any employee will not be terminated because of place of residence.

Section 7. Employees shall notify the City of their proper post office address or change of address, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its records for all purposes.

Section 8. Employees who are promoted or transferred out of the unit, but who continue as employees of the City shall retain their seniority in the Unit, but shall not accumulate seniority while out of the Unit in any event they are returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

Section 9. Employees who are elected or appointed to office or positions in the International Union, which make it necessary to leave their employment, shall retain their seniority and shall accumulate seniority during the time they hold the position.

Section 10. The City will grant leave of absence to employees so elected or appointed upon request of the Union. Said leave shall be renewed annually upon request.

Section 11. Employees who have been permanently, or partially incapacitated by occupational injury or illness arising out of and in the course of their employment with the City may be assigned other work which, in the judgment of management and agreeable to the Union, they are capable of performing without regard to any seniority provisions of this Agreement, provided that this provision shall not accord them super-seniority beyond their seniority date.

Section 12. Employees so assigned shall be paid the regular rate of the job to which they are assigned, unless their incapacity renders them unable to perform a normal day's work, in which case a lesser rate shall be agreed to between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Workers' Compensation Act.

Section 13. Retention of Seniority Leave.

Seniority shall, in all cases, accumulate while an employee is on an approved leave and for any approved extensions thereof.

ARTICLE X - LAYOFF AND RECALL

Section 1. When there is a reduction of the working forces in any department, the following procedure shall govern in making layoffs:

(a) Temporary employees in the affected departments shall be laid off first, in any order.

(b) Probationary employees in the affected departments shall be laid off next, in reverse of hire, providing the remaining probationary employees in the department can perform the remaining work with normal instructions and supervision.

(c) If additional layoffs are necessary, seniority employees shall be laid off in the order of their department seniority in the department affected by the layoff, provided those who desire to exercise their seniority must be able to perform the work with normal instructions and supervision. Employees, with seniority, laid off from their department shall be entitled to bump a temporary or probationary employee in another department, and in the event there are no temporary or probationary employees, they may bump the lowest seniority employee (City-wide) then working in another department, provided they are able to perform such work with normal instruction and supervision. In the event an employee has seniority to continue working but cannot perform the job of the lowest seniority employee, the City shall reassign the employee if there is a job the employee can perform held by a lower seniority employee. In the event employees exercise their seniority to work in another department, they must return to their

permanent department or forfeit their seniority in such department upon being recalled thereto. In such case, their new department shall become their permanent department.

Unless an employee has had prior experience or training in the classification, at time of layoff employees in other classifications in other departments are not going to be able to perform the work of sewage plant operator or water plant operator with only normal instructions and supervision.

Section 2. The members of the committee shall head the seniority list for their respective departments, provided they are capable of doing the work available. They shall be returned to their regular standing on the seniority lists upon termination of service as such representative.

Section 3. Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required.

Section 4. (a) Employees on the seniority list when recalled to work shall be given three days the seniority list when recalled to work shall be given three (3) working days advance notice of the date they are to report to work. Recalls shall be made by certified mail. Copies of all notices shall be given to the committee.

(b) Employees who fail to report within three (3) working days after being notified, or fail to give a satisfactory explanation for not reporting, will be considered as having voluntarily quit.

(c) In instances where employees cannot return to work within the required time limit, the next employee in point of service may be called and may be permitted to work until the senior employee returns.

Section 5. When employees are called to work or laid off, each committee member shall be given the names and order of calling or laying off.

ARTICLE XI - JOB BIDDING

Section 1. The City agrees to post vacancies which are to be filled in existing job classifications in each department only for a period of three (3) working days. Employees may indicate in advance their desire to be considered for specified jobs when they become available by filing a notice of their interest on the form provided by the City with their supervisor. A copy of the notice will be provided to the employee.

These notices must be renewed July 1 of each year in order to remain active. The successful bidder will be notified within five (5) days of being awarded the job.

Section 2. In promotion of employees covered by this Agreement to classifications within the bargaining unit, seniority will govern whenever qualifications and abilities of the employees

being considered are equal with preference being given to City-wide seniority except in the Water Treatment and Waste-Water Treatment plants, preference will be given to departmental seniority over City seniority in the application of seniority.

Section 3. Employees may be required to remain in their old jobs until properly replaced. Every reasonable effort shall be made to assign the successful bidder as soon as possible.

Section 4. Employees who bid for and are awarded their job, shall not be entitled to bid for any other job for a period of twelve (12) months, in the event:

- (1) The job bid was an equal or lower-rated job; or
- (2) The employee refused the job after being awarded it or declined during the trial period. In this latter case, an employee may only decline the job within the first fifteen (15) days of work on the job (and in such case, the employee will be returned to his/her former job).

Section 5. Employees awarded a job bid shall have not to exceed sixty (60) days of work to qualify for such job. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority or bidding rights.

In the event a license is required by the state to hold a particular classification, employees shall not be deemed qualified for the job until they comply with the license requirement within the period provided for under the law. In the event such employees fail to qualify, they shall be returned to their former job or otherwise exercise their seniority rights under the contract.

Section 6. If the Union disagrees with such disqualifications, the employee or the Union may take the matter up through the Grievance Procedure and the City must be able to show that the disqualification was justified.

Employees awarded a job bid under this Article shall receive their current rate provided it is equal to or below the maximum of the new classification or the starting rate for the new classification, whichever is higher. In promotion to PSE II, IIIA, IIIB, IV or Mechanic, if the employee was at the top of the schedule prior to the promotion, the employee will receive the top rate of the new classification at the start of the pay period after forty-five (45) days on the new job.

Section 7. This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available.

Section 8. In the event there is a temporary job opening due to illness, emergency leaves, temporary production increases, etc., the City may fill such job by transferring another employee or employees to such temporary vacancy for not to exceed sixty (60) days of work, unless a longer time is agreed to. In filling temporary job openings under these circumstances to a packer crew, the qualified employee with the lowest seniority shall be assigned, provided no senior employee present at the time of assignment wants the job. Upon the completion of such sixty (60) days, or immediately, if the leave is originally for more than sixty (60) days of work, the job shall be posted in accordance with Section 1 of this Article as a temporary opening. Employees who return from such a leave, etc., shall return to their permanent job and the employees, or any of them, holding temporary bid jobs shall be returned to their permanent jobs, provided such remain available. If not available such employees may exercise their seniority to attain a job in line with such seniority.

Section 9. Employees temporarily transferred to a higher-paying job classification for an entire shift, shall receive the appropriate corresponding step of the higher paying classification for the shift.

ARTICLE XII - NEW JOBS

If a new classification is created or an existing classification is changed to the extent that materially different skills and responsibilities are required, the Union will be notified and a temporary rate may be established by the City for a period not to exceed sixty (60) days of work. During this period, the City and the Union shall bargain on the rate of the new classification, which upon settlement, shall be retroactive to the date the job was filled.

If no agreement has been reached at the end of such sixty (60) days of work, the matter shall be processed through the grievance Procedure starting at Step Three.

Such newly-created or revised classification shall be posted in accordance with Article XI, Section 1.

ARTICLE XIII - HOURS OF WORK

Section 1. The normal workweek shall start at 12:01 a.m. on Monday of each week for all departments except for the Water Treatment and Waste Water Plants. The normal workweek for these plants shall start at 12:01 a.m. on Sunday or 11:00 p.m. on Saturday of each week. The normal workweek for each department shall be as follows:

(a) Waste-Water Plant -

First Shift Begins on Tuesday, ends on Sunday, 6 days: 7 a.m. to 3 p.m. - Days Off Monday and Tuesday - 3 Days

Second Shift Begins on Wednesday, ends on Tuesday, 7 days: 3 p.m. to 11 p.m. - Days Off - Wednesday and Thursday - 2 Days.

Third Shift Begins on Friday (Thursday night), ends on Thursday, 7 days: 11 p.m. to 7 a.m. - Days Off - Friday, Saturday and Sunday - 5 Days, including Monday.

Monday following the third shift shall be included as the swing shift operator's day off. If Monday is a holiday, the operator shall have the option of working the holiday with Tuesday being the operator's day off, or not working Monday, the holiday. The operator must notify supervision in writing one week prior to the holiday of their option.

Day persons working the day shift shall work from 7:00 a.m. to 3:30 p.m. five (5) days per week including one-half (1/2) hour, off for a lunch period or such other equivalent schedule be assigned. The workday shall be eight (8) hours except in cases of emergency.

(b) Water Treatment Plant -

First Shift 6 days on, Saturday thru Thursday, 7 a.m. - 3 p.m. - Days Off - 4-2/3 days.

Third Shift 7 days on, Tuesday thru Monday, 11 p.m. - 7 a.m. - Days Off - 2-1/3 days.

Second Shift 7 days on, Thursday thru Wednesday, 3 p.m. - 11 p.m. Days Off - 2-1/3 days.

The day shift operator shall have option to have Friday off in addition to making a total of four and two-thirds (4-2/3) days off. If a holiday falls on Friday, Thursday will be the day off, if option is not being implemented by choice of operator. Day persons working the day straight shift shall work from 7:00 a.m. to 3:30 p.m. five (5) days per week including one-half (1/2) hour off for a lunch period of such other equivalent schedule as assigned. The workday shall be eight (8) hours except in cases of overtime. If holiday falls on Friday for day shift, swing shift operator can work Thursday or Friday.

c. D.P.W., including Streets, Parks, Trees, and Cemeteries - Forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days per week. The normally scheduled shift shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday.

d. Water (Maintenance and Construction and Sewer Crew) - Forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days per week. The normally scheduled shift shall be from 7:00 a.m. to 3:30 p.m, Monday through Friday.

e. Since a major purpose of the maintenance relief operator classification is to fill in for the regular operators when they are on vacation or absent, it is understood that the City shall have the right to change a relief operator's assignment (including shift and day off), when necessary, to cover scheduled absences (as well as training of new employees) of regular operators in order to avoid overtime. It is understood that "scheduled absences" refer to absences relating to scheduled vacations, leaves of absence and the like where at least 24 hours advance notice is involved.

In the event it is necessary to call a relief operator to fill in for an unscheduled absence (i.e., an employee calls in ill), the relief operators schedule will not be changed to avoid overtime (although it may be changed to avoid 16 consecutive hours in the case of a call-in for a third shift operator).

In the event the relief operator's schedule is changed to avoid 16 consecutive hours in the case of a call-in for a third shift operator, the City will pay the relief operator time and one-half for the hours worked on the call-in.

Section 2. When employees are called in to perform an emergency service, they shall be paid a rate equal to one and one-half (1-1/2) times their regular pay rate for all time worked prior to the start of their regularly scheduled shift or when called back after completion of their shift up to the start of their regularly-scheduled shift. All employees called-in to perform an emergency service shall be paid for a minimum period of two (2) hours.

Section 3. Employees, unless otherwise notified by the City, who report for work on their regularly assigned shift and are informed by the City that work is not available for such employees, shall receive not less than four (4) hours pay at their regular, straight-time hourly rate, provided, however, that such employees shall be required to do any work assigned to them during said period. Notification by the City not to work may be verbal. In order to qualify for this benefit, employees who have been absent for any reason for an indefinite period must notify their supervisor by 3:00 p.m. the work day previous to the day they plan to return to work.

Section 4. Employees who have been ill for more than three (3) days or who have been absent for an indefinite period for any other reason must notify their supervisor by 3 p.m. the workday previous to the day they plan to return to work. If they fail to do so, the City will not be obligated to put them to work.

ARTICLE XIV - OVERTIME

Section 1. Employees will be paid one and one-half (1-1/2) times their hourly rate in the following instances:

1. Time worked in excess of eight (8) hours in any one day.
2. Time worked in excess of forty (40) hours in any one workweek.

Section 2. All hours paid for by the City for work performed within the unit, shall be included as time worked for the purpose of computing overtime hours.

Section 3. Employees who work shift or daily overtime will be paid overtime in multiples of one-tenth (1/10) of an hour or each six (6) minutes worked, or fraction thereof.

Section 4. There shall be no duplication of overtime for the same hours worked.

Section 5. Time paid for vacation, S. & A.D.B. or special leave will be included as time worked for purposes of computing weekly overtime.

Section 6. The following provisions shall govern overtime assignments for the Water Department Plant Operators and Relief Operators and Waste-Water Treatment Plant Operators and Relief Operators in their respective departments.

1. Assignments which result in working consecutive shifts will be avoided if possible.
2. Relief Operators will be called, by seniority, senior Relief Operator first, whose assignment will not result in working consecutive shifts.
3. Relief Operators will be called by seniority, senior Relief Operator first, where consecutive shifts will result.
4. Operators who are not scheduled to work will be called by seniority, senior operator first, whose assignment will not result in working consecutive shifts.
5. Operator by seniority will be called where consecutive shifts will result.
6. If neither a Relief Operator or regular operator is available to work, the previous shift will be held over to work the shift in question.

The following provisions shall govern overtime assignments for all other employees:

All overtime including Saturdays, Sundays and holidays will be assigned by classification and department with the highest seniority employee in the classification and department where the overtime is to be worked being given the first opportunity to work except that in the case of daily overtime opportunities, overtime will continue to be offered first to the employee who worked on the job that day.

ARTICLE XV - ATTENDANCE

Section 1. Employees are expected to be regular in their attendance and to observe the working hours established.

Section 2. All employees absent without authorized leave, or who report late on any given shift, shall be penalized by way of a pay deduction in multiples of one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof, for each day or portion of a day. A four (4) minute grace period from normal starting time to punch in will be allowed for pay purposes only.

Section 3. Habitual tardiness may be cause for disciplinary action, up to and including, discharge.

Section 4. Arrangements for time off must be made in advance. If, for some legitimate reason, employees are unable to report for work at the established time set by the City for their particular shift to begin, the supervisor on duty shall be notified at least one (1) hour before hand in the case of the plant operators at the Waste-Water and Water Treatment Plants, thirty (30) minutes prior to the start of the shift for other plant employees, and prior to the start of their shift in the case of all employees, unless physically impossible. Repeated failures to do so may result in disciplinary action up to and including discharge. If the supervisor is not on duty, employees shall leave a message with the switchboard indicating the reason for the absence (e.g., nature of illness) and anticipated date of return. The message will be recorded on a numbered call-in form and employees may request their absence number at the time they call in.

Section 5. A continuing balance of each employee's vacation leave, S. & A.D.B., etc., will be kept on the employee's personnel record. A copy will be available in the Foreman's Office for review on a monthly basis.

ARTICLE XVI - VACATION

Section 1. All regular full-time seniority employees shall receive vacation with pay in accordance with the following schedule, subject to the terms and conditions set forth below:

Years of Seniority	Days Paid Vacation
Employees having less than 5 Years	2 Weeks
5 Years but less than 10 Years	2 Weeks + 2 Days
10 Years but less than 15 Years	3 Weeks
15 Years but less than 20 Years	3 Weeks + 2 Days
20 Years or More	4 Weeks

All permanent employees shall earn 1/12 of their annual vacation for each month of the previous calendar year that they were employed by the City. Vacation shall accrue on January 1 of each year.

Section 2. All vacations shall be approved by the department head, following a request by employees to take their vacation at a specific time, consistent with efficient department operations and the availability of relief personnel. Vacation time must be approved prior to the end of the work day preceding the date of the vacation time. Swing shift operators shall have the right to vacation on any shift.

Section 3. Employees who have less than one (1) year of service may be granted a pro-rated vacation during their first year of employment by the department head.

Section 4. Vacation may be accumulated up to six (6) weeks, but the granting of more than two (2) consecutive weeks of vacation is at the discretion of the department head, subject to the approval of the City Administrator.

Section 5. Vacation payment will be made on the first payday prior to the commencement of the vacation provided one (1) week's written notice is given to the supervisor on forms provided by the City.

Section 6. Personnel leaving the employ of the City are entitled to receive reimbursement for accumulated vacation, pro-rated for the length of employment; except if any of the following applies:

- (a) If employees separate themselves from the City by reason of absence without leave.
- (b) If an employee fails to give at least five (5) days' notice in advance of termination date.
- (c) If a probationary employee leaves the employ of the City before completing the probationary period.
- (d) Upon the death of an employee, any vacation time which has been accrued shall be pro-rated and paid to the estate or surviving spouse.
- (e) Employees who are discharged and not reinstated, shall not receive prorated vacation for the year in which they are discharged.

Section 7. Time paid for vacation, S. & A.D.B. or special leave will be included as time worked for purposes of computing vacations.

Section 8. If two (2) or more employees request permission to take their vacation at the same time, as among those who made their requests for vacation time off prior to March 31st of the year, preference shall be given to the employee with the greater amount of seniority. Vacation schedules, indicating approval or denial, will be available for inspection by April 15th. As among those who do not make their wishes known prior to March 31st of any year, preference shall be given in order of receipt by the employer of the written requests for vacation time off. Under normal circumstances, employees requesting vacation time off after March 31st will be notified as to whether or not the request has been approved within two weeks following receipt of the written request.

ARTICLE XVII - HOLIDAYS

Section 1. All regular, full-time seniority employees covered by the Agreement, shall receive holiday pay for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday may fall, at the rate of eight (8) hours of pay:

Holiday	1996-97 First Year	1997-98 Second Year	1998-99 Third Year
New Year's Day	January 1	January 1	January 1
Good Friday	March 28	April 10	April 2
Memorial Day	May 26	May 25	May 24
Independence Day	July 4	July 4	July 3
Labor Day	September 2	September 1	September 7
Thanksgiving	November 28	November 27	November 26
Martin Luther King Day	November 29	November 28	November 27
Christmas Eve	December 24	December 24	December 24
Christmas Day	December 25	December 25	December 25
New Year's Eve	December 31	December 31	December 31

In lieu of the birthday holiday, eligible employees shall have a paid personal holiday provided said day shall be subject to approval of the employee's immediate supervisor with five (5) work days notice where possible.

Martin Luther King Day shall continue to be a paid holiday provided it shall be observed on the Friday after Thanksgiving. For employees in seven-day operations, the July 4th holiday in the first year shall be observed on July 4th.

Section 2. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period.

Section 3. All work performed on any of the above named holidays shall be paid for at one and one-half (1-1/2) times the regular rate plus the holiday pay.

Section 4. To be entitled to pay for the above days, employees must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday, unless on an authorized leave of absence. They shall, however, not be disqualified should injury, illness or death in the family or unforeseen circumstances make it impossible to notify in advance, in which case, employees must show proof, satisfactory to the Employer, that the absence was unavoidable. In the case of a disciplinary suspension, an employee will not lose holiday pay because of the suspension unless the holiday(s) in question is included as one of the consecutive days of suspension.

Section 5. Time paid for vacation, S & A.D.B. or special leave will be included as time worked for purposes of computing eligibility for holiday pay.

ARTICLE XVIII - SICKNESS AND ACCIDENT DISABILITY BENEFITS

Section 1. Regular, full-time seniority employees will earn sick leave days at the rate of five (5) days per calendar year (pro-rated monthly) to a maximum of twenty-five (25) days. In no case will sick days accumulate beyond twenty-five (25) nor will there be any payoff of unused sick leave days earned after January 1, 1979.

Section 2. Employees injured on the job which require hospitalization or which requires the employee's absence from work for more than five (5) consecutive work days shall be permitted full pay less authorized deductions, less deductions required by law, and less any Workers' Compensation received without the use of their accumulated S. & A.D.B. for the first two (2) weeks. After that period, unless the employee notifies the City in writing to the contrary, the City will provide full pay less authorized deductions, less deductions required by law and less any Workers' Compensation received, and his S. & A.D.B. reserve will be reduced in proportion to the payment by the City. Upon the request of the City, the employee must furnish evidence satisfactory to the City in respect to any Workers' Compensation received, and shall compensate the City for any sum received by compensation or otherwise in excess of the formula set forth herein. An employee will not be eligible for the full two (2) week's pay on any recurrence of the same injury within a calendar year.

Section 3. The City shall have the right to request a doctor's certificate from any employee who requests or has received S. & A.D.B. benefit pay, as set forth in (5) below. If the City shall request a doctor's certificate and no certificate is furnished, then S. & A.D.B. benefits will not be granted for that period and the employee shall not be paid for that period. Employees must notify their supervisor in accordance with Section 4 (Article XV - Attendance) that they

will be absent in order to be eligible for S. & A.D.B. benefit. Employees who use up their entire accumulation of S. & A.D.B. may draw upon their accumulated vacation time, after which the employee will be carried as on leave without pay.

Section 4. Employees who have used five (5) or more of their annual S. & A.D.B. credit days during a calendar year shall be required to submit a doctor's certificate for each subsequent absence that calendar year or S. & A.D.B. benefits will not be granted for that absence. No doctor's certificate will be required of employees during the first five (5) days use of S. & A.D.B. each year.

Exceptions for purposes of computing the five (5) day use rule are:

1. Time lost due to job injury.
2. Time lost due to major illness or injury requiring hospitalization.

Section 5. An employee injured on any other gainful employment, outside of City employment, shall not be eligible for S. & A.D.B. for absences arising out of such injury, nor shall he receive any Workers' Compensation benefits or supplementation from the City.

Section 6. In case of disability, due to willful misconduct, no right to benefits hereunder shall exist.

Section 7. The purpose of S. & A.D.B. is to insure an employee's income during the period when the employee is unable to work due to the employee's illness or injury, therefore, on termination of employment with the City, all benefits under this Section are null and void and the employee will not be reimbursed for any accumulated S. & A.D.B. except as provided in Section 3 of this Article.

Section 8. Time paid for vacation, S. & A.D.B. and special leave will be included in computing an employee's eligibility for S. & A.D.B.

ARTICLE XIX - SPECIAL LEAVE

Management may grant leaves for special circumstances.

Section 1. Leave with no loss in pay will be granted while employees attend conferences or training sessions which have been approved by the City Administrator and are mutually beneficial to the City and to the Employee, provided, however, the City shall continue to make every effort (short of creating an overtime situation) to schedule third shift plant operators for the first or second shift so they will not have to work on the third shift the night before they are to take a test of examination for their license.

Section 2. Permanent employees having a death in their immediate family shall be paid, at their regular rate of pay, for up to three (3) days off for funeral leave. The day after the funeral

may be considered one of the days when necessary. Time paid on funeral leave shall be included as time worked for the purpose of computing weekly overtime. The immediate family shall include the employee's spouse, the employee's or spouse's parents, step-parents, grandparents, brothers, sisters, children, step-children, brother-in-law, and sister-in-law.

Section 3. For Employees who serve on a jury, the City will reimburse them the difference between their jury fees and their regular wage actually lost, provided they must report to work on their regularly scheduled day to work when released from Court duty.

Section 4. Employees who are elected or appointed delegates to attend Union conventions and conferences will be granted leave without pay to attend, provided reasonable advance notice is furnished to the City, providing it will not adversely interfere with providing services to the public.

Section 5. The City may, at its discretion, grant a temporary written leave of absence for personal reasons, other than covered under FMLA, without pay or fringe benefits and without loss of seniority, to seniority employees for periods up to thirty (30) calendar days. Such a leave may be extended upon written approval of the City for an additional period not to exceed thirty (30) days. Requests for a personal leave must be in writing and filed with employee's Department Director. It must be approved by the Department Director and the City Administrator.

Section 6. Military Leave.

- A. An employee shall be granted a military leave of absence without pay or fringe benefits for service as required under Federal Law for time spent in active service in the Armed Forces of the United States. The period of such leave shall be determined in accordance with applicable Federal Laws in effect during such military leave. Employees shall be entitled to reinstatement from such military leave in accordance with and subject to conditions outlined in the Federal Laws applicable at the time.
- B. Employees who are members of an Armed Forces Reserve unit and who are required to take a two-week training program in the summer may continue to make arrangements to take a leave in accordance with present practice.

Section 7. Family and Medical Leave Act.

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

- 1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;

2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;" or
4. The employee is unable to perform the essential job functions because of a "serious health condition."

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. Continuation of medical, life and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave (WH-380). The City will pay any deductible or co-pay costs for said second opinion.

An Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave is to be restored to the position he left, or to an equivalent position.

An employee requesting an FMLA leave under types 1, 2, 3 or 4 above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an employee's medical, life and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

ARTICLE XX - LEAVE WITHOUT PAY

An employee taking a leave without pay shall have all fringe benefits frozen as of the start of said leave. However, for employees taking leave because of being disabled by sickness or injury, the City shall continue paying the premiums on the Employee's Group Blue Cross Blue Shield and Life Insurance policies, pursuant to the extent permitted by Blue Cross Blue Shield and the Life Insurance Carrier, for one (1) month of each year of the employee's seniority up to a maximum of one (1) year, except as otherwise provided under FMLA. The employee's seniority shall continue. Leave without pay in case of emergency may be granted by the Department Head, subject to the approval of the City Administrator.

ARTICLE XXI - SUSPENSION OF LEAVES

The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the City.

ARTICLE XXII - INSURANCE

Section 1. For the life of this Agreement, the City shall continue to pay the premiums to provide \$17,500 life insurance containing a clause providing double indemnity in the in the event of accidental death for regular full-time employees upon the next day following the completion of their probationary period.

Section 2. For the life of this Agreement, the City shall continue to pay the premium to provide BC/BS PPO (with RM and RPS riders), \$5 deductible prescription drug, for regular, full-time employees (and eligible dependents) who have completed their probationary period and enroll in the program and are not otherwise covered by another medical hospitalization plan paid by the City or another employer. Effective November 1, 1996, the drug plan shall be the \$8 preferred prescription drug plan.

- A. The City shall only pay 50% of the cost of the dependent care rider.
- B. Employees electing to take the City's health insurance shall pay \$10 per month. Such employees hereby authorize a payroll deduction for said health insurance payment. Effective January 1, 1998, said amount shall be increased by \$10 to \$20 per month.
- C. Effective July 1, 1996, regular, full-time employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$100 per monthly billing period for any billing

period during which hospitalization insurance was not provided for the employees by the City under the conditions herein set forth.

- 1) Said payment shall be made as an adjustment to a regular paycheck and only those employees who are entitled to a regular paycheck the first pay period in December shall be entitled to the payment in lieu of insurance.
- 2) Said payment shall be for the twelve (12) calendar billing periods each year.

D. In the event an employee is eligible for the City health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within 30 days from loss of coverage.)

Section 3. For the life of this Agreement, the City will pay the premiums to provide a dental plan for regular full-time employees with one (1) or more years of seniority who enroll in the program.

The dental plan will cover typical diagnosis, preventative, restorative, endodontic, predontic and oral surgery services at a 75% co-pay rate and prosthodontic services (bridges, partials, and dentures) at a 50% co-pay basis with an annual dollar limit of \$600 per person as outlined in the agreement with the carrier. Coverage shall become effective the same as S&A insurance outlined in Paragraph 4 below.

Section 4. For the life of this Agreement, the City will pay the premiums to provide a group Sickness and Accident Plan for regular, full-time seniority employees. Said Plan shall provide \$235 per week benefits for the first day of hospitalization and accident and the eighth day of illness for a maximum of 26 weeks as outlined in the Agreement with the carrier. Coverage shall begin on the first of the month following completion of the probationary period provided if the employee is off from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment. Said coverage shall be discontinued as provided in Paragraph 5 below except in the case of layoff or retirement, it shall be discontinued immediately. An employee shall not be eligible to receive a weekly S&A benefit while on a disciplinary suspension.

Section 5. Except as provided in Article XX, Insurance or under FMLA, coverage provided above shall be discontinued immediately when an employee quits, or is discharged, and shall be continued to the end of the month when an eligible employee is laid off or retires subject to applicable COBRA Regulations.

Section 6. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select or change the carrier, or to become self-insured. In the event the City becomes self-insured or changes carriers, comparable benefits will be provided. Furthermore, the City's right to become self insured for hospitalization-medical purposes is subject to the requirement that said self-insurance applies equally to all other City employees.

ARTICLE XXIII - RETIREMENT

Section 1. All employees, excluding temporary employees, shall be members of the Michigan Employees Retirement System B-1 Plan with the F-55-25 rider, and shall remain members of the system for the duration of this Agreement. Effective January 1, 1999, the B-1 Plan shall be changed to the C-2 Plan.

Section 2. The employee's contribution to the Pension Plan shall be three percent (3%) of the employee's annual compensation as defined in the Plan. Effective January 1, 1999, the employee's contribution shall be increased to four percent (4%). All pension costs greater than the amounts provided above shall be paid by the City.

Section 3. Mandatory retirement shall be at age 70, provided, if mandatory retirement at age 65 again becomes lawful, the parties agree to amend this Section to provide for mandatory retirement at age 65.

Section 4. Employees retiring from the City and drawing a pension under Section 1 above shall be allowed to continue to participate in the City's group health insurance provided the employee pays the full cost of said insurance on a monthly basis, at the time and in the manner specified by the City. Said coverage may be continued until the employee reaches 65 or becomes eligible for Medicare, whichever comes sooner.

Employees reaching age 65 and drawing a pension under Section 1 above, shall be allowed to participate in the City Retirees Group Health Insurance Plan available to past employees covered by a plan offered by the Michigan Municipal Employees Retirement System and to Employees who have retired since January 1, 1981 provided, the retired employee pays the cost of said insurance on a monthly basis (i.e., upon initial retirement, the employee will pay two month's premiums, then monthly thereafter) at the time and in the manner specified by the City.

ARTICLE XXIV - WORKERS' COMPENSATION

The City carries insurance which covers all employees in job-connected injuries and illnesses.

ARTICLE XXV - BULLETIN BOARD

The City agrees to furnish bulletin board spaces for the use of the Union. The space allocated to the Union shall be used only for notices of Union meetings, Union elections, and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the Department Head before being posted. Union officials shall be responsible for all notices posted on the boards.

ARTICLE XXVI - SAFETY AND SANITARY CONDITIONS

Section 1. Safety rules and regulations issued by the City, State and Federal Governments for the health and safety of employees and the public shall be strictly adhered to. The Union and the City shall cooperate in enforcing all such measures.

Section 2. The City shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees.

On December 1 of each year, seniority employees regularly assigned to the Water Department Maintenance Crew, the DPW, excluding the Mechanic, and Parks and Trees, who have purchased a new pair of rubber boots to be used in their work shall be entitled to reimbursement toward the cost of a pair of said boots not to exceed \$25, providing proof of purchase is submitted to the Purchasing Department at said date.

Section 3. The employees shall use and make every effort to preserve the devices and equipment provided for their safety and shall observe the rules and practices applicable to the work. The City shall likewise make every effort to demonstrate the use of safety equipment where necessary.

Section 4. Two (2) Union officials, one (1) from the Plants and Sewer area and one (1) from the DPW-Parks and Trees area, shall be designated as Union Safety Representatives to attend the City Safety Committee meetings. Employees should report any practice, condition, or fire hazard to their immediate supervisor. If the matter is not resolved, the employee may file a complaint with the Safety Committee member from his department or area and the matter will be referred to the City Safety Committee.

Should the subject matter not be resolved in this manner within a reasonable time, the matter may be referred to the Grievance Procedure.

ARTICLE XXVII - PAY PERIOD

Section 1. All employees are to be paid by check every week. Checks will be distributed by the Department Head or his representatives on Fridays. The City will make a good faith effort to have pay checks available by 11:15 a.m.

Section 2. Employees working on the second shift Thursday night or the third shift Friday morning will receive their weekly paycheck by the end of their respective shift. Employees working on Thursday and scheduled to be off on Friday, will be able to obtain their paycheck at the conclusion of their shift.

Section 3. It is understood that lawful deductions are double 40 hours for one (1) week and triple for two (2) weeks.

Deductions for credit union savings may be made weekly if requested in writing by the employee.

Notice will be posted in advance of the dates that union dues will be deducted.

ARTICLE XXVIII - WAGE AND SALARY SCHEDULE

Section 1. The Wage and Salary Schedules are set forth in Schedule "A", attached hereto.

- (a) Effective July 1, 1996 - Increase wage schedule by two percent (2%) except for temporaries as shown in the attached new wage schedule.
- (b) Effective July 7, 1997 - An across-the-board increase of three (3%) except for temporaries (see attached schedule).
- (c) Effective July 6, 1998 - An across-the-board increase of two percent (2%) as shown in the attached schedule.

Section 2. Employees assigned to a refuse packer shall be paid the corresponding step of the PSE III-B rate for all hours worked on said refuse packer.

Employees assigned to operate the front end loader for two hours or more will be paid at the corresponding step of the PSE IV rate for all hours worked on said loader.

Section 3. License Premium.

<u>Water Plant & Waste-Water Plant</u>		<u>Water Distribution Crew</u>	
Second License	\$ 500	Second License	\$250
Third License	\$ 750	Third License	\$500
Fourth License	\$1,000	Fourth License	\$750

(a) The license premium shall be paid annually the first pay day in December. It is understood that the license premiums for the Water Plant (i.e., F2 3, or 4) apply to Water Plant employees only and the Waste-Water Plant licenses (i.e., B, C, or D) apply to Waste-Water employees only. The license premiums for the water distribution crew apply to distribution crew employees only. Anyone become part of the water distribution crew after September 23, 1996, must have an S-4 license.

(b) Any employee having a license(s) who leaves during the year, including leaving the classification, and is not a regular employee as of the first pay period in December shall not receive any part of the premium pay.

(c) Any employee qualifying for and receiving a license during the year shall have the license premium pro-rated from the date of examination to the first pay period in December.

(d) A retiring employee shall not be under provisions of Section 3(b) of License Premiums and shall receive any earned License Premium pro-rated to the date of his retirement on a calendar year basis.

(e) It is understood that the license premium only applies while the employee with the license is working in the classification of plant operator, maintenance relief operator, mechanic-plant maintenance, or on the water distribution crew.

Section 4. All employees in PSE II, III A & B, the Mechanic at the Garage and IV, must have a valid CDL license. The City will pay the cost of the renewal of an employee's CDL license and when such license is necessary in order to be awarded a job bid. The City shall also continue to pay the cost of the pesticide certification (per present practice).

In the event an employee's CDL is suspended for sixty (60) days or less, or in the event an employee's driver's license is suspended in case of those employees who are not required to have a CDL, but are required to operate City vehicles, the employee will be transferred to PSE I for the length of his/her license suspension, and will work as assigned by supervision. In the event the first suspension is more than sixty (60) days, the employee will be transferred to PSE I for the first sixty (60) days and thereafter the employee will be suspended without pay until his/her CDL License (or driver's license) is reinstated. In the event of a second suspension of the employee's CDL (or driver's license), the employee will be

suspended without pay until his/her CDL (or driver's license) is reinstated. In the event of a third suspension of the employee's CDL (or driver's license), the employee will be terminated.

Section 5. The City shall have the right to require up to two state licenses for the mechanic position. The mechanic pay rate shall be the same as plant mechanic.

ARTICLE XXIX - UNIFORMS

The existing practice in effect on July 1, 1975 with respect to uniforms shall be continued when employees complete their probationary period, they shall receive their uniforms. Uniforms will be submitted for bid by April 1st of each year bids are to be taken.

The City will continue to assist employees in the selection of sizes. In the event a uniform does not fit properly due to varying manufacturer's sizes, the City will make every effort to obtain the correct size.

ARTICLE XXX - REST PERIODS

There shall be one (1) ten (10) minute coffee break granted during the first four (4) hours of each shift. Employees on job-site assignments shall be granted five (5) minutes travel time from the job-site and five (5) minutes travel time returning to the job-site, where necessary.

The present practice, with respect to wash-up time, shall be continued.

ARTICLE XXXI - SEPARABILITY

This Agreement is subject to the laws of the State of Michigan and the United States. In the event any provision of the Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, therefore, such provisions shall be void and inoperative; however, all other provisions of the Agreement, shall, insofar as possible, continue in full force and effect.

ARTICLE XXXII - PHYSICAL EXAMINATIONS

The City may, at its discretion, require that employee submit to physical and medical tests and examinations by a City-appointed doctor when such tests and examinations are necessary to maintain a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

In the event there is a disagreement between the employee's physician and the City's physician concerning the employee's ability to do the employee's job or return to the employee's job and the employee is refused work or is disciplined, at the written request of the

Union, the employee will be referred to a mutually agreeable physician for examination whose decision shall govern the matter. The City and the Union shall share the cost of the third physician. In the event the parties are unable to agree on a mutually agreeable physician, the decision of the City shall be subject to the Grievance Procedure beginning at Step Three of the Grievance Procedure.

ARTICLE XXXIII - DURATION

This Agreement shall become effective on the 23rd day of September, 1996, and shall remain in full force and effect to and including the first day of July, 1999, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary hereof. Should either party to the Agreement serve such notice upon the other party, a joint conference of the City and Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

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

THE CITY OF ADRIAN

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

Sam Rye, Mayor

George F. Becker
International President

Marsha K. Rowley, City Clerk

Leo W. Gerard
International Secretary/Treasurer

Richard H. Davis
International Vice President (Administration)

Leon Lynch
International Vice President (Human Affairs)

CITY OF ADRIAN

Sam Rye

Sam Rye, Mayor

Marsha K. Rowley

Marsha K. Rowley, City Clerk

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

George Becker

George F. Becker, International President

Leo W. Gerard

Leo W. Gerard, Int'l. Secretary-Treasurer

Richard H. Davis

Richard H. Davis, Int'l. Vice President (Adm.)

Leon Lynch

Leon Lynch, Int'l. Vice President (Human Affairs)

Harry E. Lester

Harry E. Lester, Director, District 2

Rex Jordan

Rex Jordan, Staff Representative

Local Union Committee - 14663

Jim Benz

Steve P. Cheska

Mark A. Bishop

Paul C. Greenwald

**CITY OF ADRIAN
LOCAL 14663, DISTRICT 29, U.S.W.A.
SCHEDULE "A" - WAGES**

Section 1. Wage Tabulation.

FIRST YEAR - EFFECTIVE JULY 1, 1996*					
1	P.S.E. I	\$ 9.153	\$10.779	\$11.662	\$12.012
2	P.S.E. II	\$ 9.369	\$10.960	\$12.396	\$12.768
3	P.S.E. IIIA	\$10.656	\$11.194	\$12.659	\$13.038
4	P.S.E. IIIB	\$10.934	\$11.473	\$13.127	\$13.521
5	P.S.E. IV	\$11.055	\$11.594	\$13.247	\$13.644
6	Mechanic	\$13.283	\$13.732	\$14.054	\$14.476
7	Plant Operators	\$13.181	\$13.601	\$13.907	\$14.324
8	Maintenance Relief Operator	\$13.181	\$13.601	\$13.907	\$14.324
9	Plant Mechanic	\$13.283	\$13.732	\$14.054	\$14.476
10	Temporary	\$ 7.079	\$ 7.594	\$ 7.865	\$ 7.865

SECOND YEAR - EFFECTIVE JULY 7, 1997					
1	P.S.E. I	\$ 9.428	\$11.103	\$12.012	\$12.373
2	P.S.E. II	\$ 9.650	\$11.289	\$12.768	\$13.151
3	P.S.E. IIIA	\$10.975	\$11.530	\$13.038	\$13.429
4	P.S.E. IIIB	\$11.263	\$11.817	\$13.521	\$13.926
5	P.S.E. IV	\$11.387	\$11.941	\$13.644	\$14.053
6	Mechanic	\$13.682	\$14.144	\$14.476	\$14.910
7	Plant Operators	\$13.576	\$14.009	\$14.324	\$14.754
8	Maintenance Relief Operator	\$13.576	\$14.009	\$14.324	\$14.754
9	Plant Mechanic	\$13.682	\$14.144	\$14.476	\$14.910
10	Temporary	\$ 7.292	\$ 7.822	\$ 8.101	\$ 8.101

THIRD YEAR - EFFECTIVE JULY 6, 1998					
1	P.S.E. I	\$ 9.617	\$11.325	\$12.253	\$12.620
2	P.S.E. II	\$ 9.843	\$11.515	\$13.023	\$13.414
3	P.S.E. IIIA	\$11.195	\$11.760	\$13.299	\$13.698
4	P.S.E. IIIB	\$11.488	\$12.053	\$13.791	\$14.205
5	P.S.E. IV	\$11.614	\$12.180	\$13.917	\$14.334
6	Mechanic	\$13.955	\$14.427	\$14.765	\$15.208
7	Plant Operators	\$13.848	\$14.289	\$14.610	\$15.049
8	Maintenance Relief Operator	\$13.848	\$14.289	\$14.610	\$15.049
9	Plant Mechanic	\$13.955	\$14.427	\$14.765	\$15.208
10	Temporary	\$ 7.437	\$ 7.978	\$ 8.263	\$ 8.263

*Retroactive to July 1, 1996, for employees on the payroll the date of ratification.

CLASSIFICATIONS UNDER LOCAL UNION 14663 USWA*

PLANT OPERATOR

Does rotating shift duties at the Water or Waste-Water Plant. Responsibilities include: routine plant operation and inspection, assigned plant duties and may assist in maintenance. Works under supervision. High school graduate or equivalent. Possess F4 or D license or obtains license one year after qualified to take state certification.

PUBLIC SERVICE EMPLOYEE I

Does manual labor as may be assigned by the supervisor, usually under supervision, and may operate pickup trucks, panel trucks, passenger cars, and trucks up to 10,000 GVW for hauling of tools, equipment and materials as required for the job of laborer.

PUBLIC SERVICE EMPLOYEE II

Operates trucks, tractors with front-end loader (capacity of 1-1/2 cu. yds. or less), small backhoe (under 5/8 cu. yds.), front-end loader (over 1-1/2 cu. yds.) and shall perform such work as may be assigned by the supervisor.

PUBLIC SERVICE EMPLOYEE III-A

Shall be qualified as P.S.E. II and operate a small backhoe (under 5/8 cu. yd), street sweeper, vac-all, and/or employees with special skill. The Sewer Maintenance Crew P.S.E. IIIA will make arrangements to handle and respond to calls to operate the sewer maintenance truck after normal working hours.

PUBLIC SERVICE EMPLOYEE III-B

Shall be qualified as P.S.E. II and the employee shall have the primary assignment of operating a one-man packer loader.

PUBLIC SERVICE EMPLOYEE IV

Shall have a demonstrated ability to operate, maintain, and service two or more of the following units: 1) Bulldozer (50 brake horsepower or more); 2) Backhoe or crane (capacity of 5/8 cu. yds. or more); 3) Motor Grader (20,000 lbs. gross weight or more); 4) Front-End Loader (capacity of over 1-1/2 cu. yds.), Tractor-Trailer in excess of 30,000 GVW and/or qualify as a Tree Climber. A Tree Climber shall prune, trim, and remove trees of all sizes and heights, shall be able to properly use and maintain the Hi-Ranger and all other equipment necessary to accomplish the above, must have a valid CDL and certified electrical hazard awareness training and may supervise a tree removal crew. A P.S.E. IV employee shall

have such duties and perform such work as is assigned by the supervisor Tractor Trailer in excess of 30,000 GVW.

The P.S.E. IV schedule of hours at the pool shall be a flexible schedule within a forty-hour workweek as established by the City. The employee will continue to mow around the pool, maintain the filter system for the pool and the refrigeration compressors for the ice rink, as well as remove snow from the ice rink and other duties as assigned. Certification as a pool operator and refrigerator technician is required.

MAINTENANCE RELIEF OPERATOR

Does miscellaneous plant maintenance as required to keep the buildings and grounds in proper condition. Shall assist in plant maintenance as directed by supervisor. Shall be capable of the shift duties required in order that the employee shall fill in for the plant operator as required. High school graduate or equivalent. Possess F4 or D license or obtains license one year after qualified to take state certification.

MECHANIC

Must have broad knowledge, experience and be capable of performing required maintenance and repairs to insure satisfactory operation of City vehicles and shall perform such other work as may be assigned by the supervisor.

MECHANIC-PLANT MAINTENANCE

Does work below journeyman level in several trades in repair and servicing of building and lift-stations machinery and equipment. May do carpentry, plastering and painting work in building repairs; electrician and machinist work; wiring and motor maintenance and repair. High school graduate or equivalent.

*The job classifications listed herein are not intended to restrict or otherwise limit assignments. The statement of some of the job duties is not intended nor does it constitute a listing of essential job functions.

LETTER OF UNDERSTANDING


(Retyped 9/23/96)

Dear Mr. Jordan:

The parties to the Agreement agree that a Department Head may elect not to have a Step Two meeting and give his/her written answer to the grievance if the grievance had been thoroughly discussed by the Step One parties at Step One.

This understanding will be for a one year period subject to yearly cancellation or renewal by the Union serving notice on the City of their intent to cancel or renew at the end of the one (1) year period.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alden F. Smith".

Alden F. Smith
City Administrator

LETTER OF UNDERSTANDING

(Retyped 9/23/96)

Dear Mr. Jordan:

Pursuant to the settlement of Grievance Number 16787 regarding assignments to the Relief Operators, the following Policy Bulletin shall be posted and implemented as soon as possible.

1. The Senior Relief Operator will be given first opportunity to accept a relief assignment. He may elect to accept the relief assignment or refuse it.
2. When the Senior Relief operator refuses a relief assignment, the second Relief Operator will receive the relief assignment.
3. Either Relief Operator may request vacation for the time of a relief assignment. It must be understood that Article XVI, Sections 2 and 8 apply in all cases of a vacation request.
4. If a vacation request is received by the Plant Superintendent, he will grant the request according to Article XVI (unless there is a work-related reason to deny such request) and the operator requesting vacation shall be deemed unavailable for relief on the day of his vacation.
5. If, for any reason, other than a medically-documented illness, the available Relief Operator fails to appear for the relief assignment, the failure to report will be considered insubordination and the prescribed discipline administered.

Very truly yours,



Alden F. Smith
City Administrator

**LETTER OF UNDERSTANDING
DRUG/ALCOHOL PROGRAM**

The following shall serve to confirm our understanding relative to a drug and alcohol testing plan. Effective January 1, 1997, the City shall institute a drug/alcohol plan. Said plan shall be as discussed in negotiations updated for the DOT Regulations. The plan will be reviewed with the Union within sixty (60) days of ratification of the new 1996-1999 agreement.

Very truly yours,



Alden F. Smith
City Administrator

LETTER OF UNDERSTANDING

Dear Mr. Jordan:

The following shall serve to confirm our understanding relative to the change in progressive discipline in Article VII, Section 3.

The City will disregard prior discipline for minor infractions other than absenteeism and tardiness in assessing future progressive discipline for minor infractions.

Very truly yours,

A handwritten signature in cursive script that reads "Alden F. Smith".

Alden F. Smith
City Administrator

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes sales from various product lines and services. The data shows a steady increase in revenue over the past year, which is attributed to strategic marketing efforts and product diversification.

The third section focuses on the company's operational costs. It identifies the major areas where expenses are incurred, such as salaries, rent, and utilities. The author suggests several ways to optimize these costs, including negotiating better terms with suppliers and improving energy efficiency.

Finally, the document concludes with a summary of the overall financial performance. It highlights the company's strong position in the market and its potential for future growth. The author encourages continued investment in research and development to stay ahead of the competition.

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 and income. The document provides a detailed list of items that should be tracked, such as inventory levels, accounts payable, and accounts receivable.

In the second section, the author outlines the various methods used to collect and analyze financial data. This includes the use of spreadsheets, databases, and specialized software. The document explains how these tools can be used to identify trends, forecast future performance, and make informed decisions. It also discusses the importance of regular audits and reconciliations to catch any errors or discrepancies early on.

The third part of the document focuses on the role of management in overseeing the financial operations. It highlights the need for clear communication and collaboration between different departments to ensure that everyone is working towards the same goals. The author provides several examples of best practices for financial management, such as setting budgets, monitoring cash flow, and reviewing financial statements regularly.

Finally, the document concludes with a summary of the key points discussed. It reiterates the importance of accuracy, transparency, and proactive management in achieving long-term financial success. The author encourages readers to take the time to review their own financial records and make any necessary adjustments to improve their performance.