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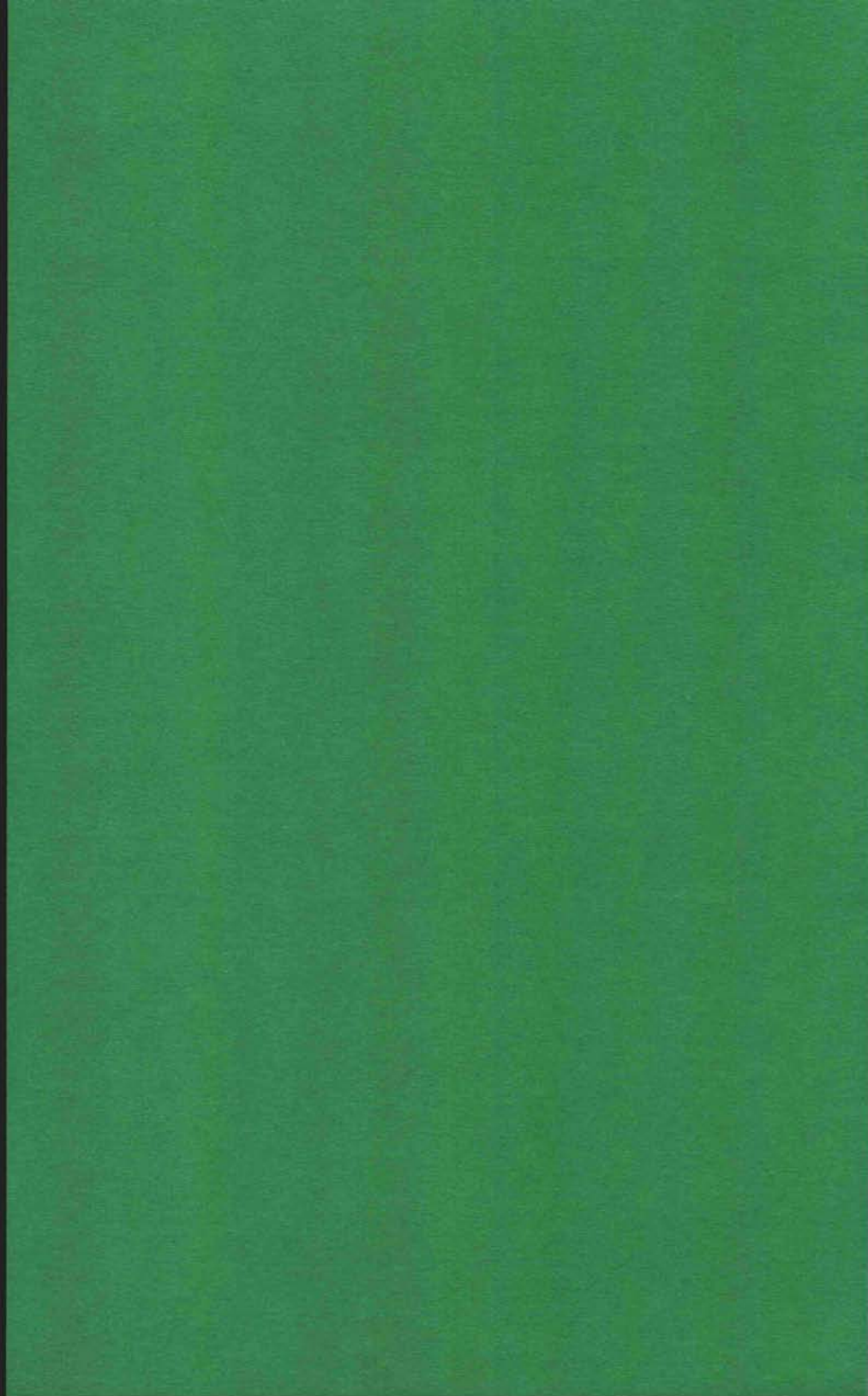


*Cadillac, City of*

AGREEMENT BETWEEN  
CITY OF CADILLAC  
AND  
UNITED STEELWORKERS OF AMERICA  
LOCAL UNION NO. 14317

EFFECTIVE: JULY 1, 1998 THROUGH JUNE 30, 2001

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LABOR AND INDUSTRIAL  
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A G R E E M E N T

THIS AGREEMENT, effective July 1, 1998, by and between the CITY OF CADILLAC, MICHIGAN, hereinafter called "City", and the UNITED STEELWORKERS OF AMERICA, on behalf of LOCAL UNION NO. 14317, together hereinafter referred to as the "Union".

W I T N E S S E T H:

In consideration of the mutual and reciprocal promise of the parties hereto, herein contained, the parties hereto covenant and agree as follows:

Purpose. That this Agreement is for the exclusive joint use and benefit of the contracting parties and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties hereto, that this Agreement shall promote and improve industrial and economic relationships, and to set forth therein the basic agreement covering the rates of pay, hours of work, and conditions of employment to be observed hereto.

RECOGNITION

Section 1.1. Bargaining Unit. It is agreed that the City recognizes the United Steelworkers Union and Local 14317 as the sole and exclusive bargaining agent for the Street Division of the Department of Public Works and Utilities Department, with the exception of superintendent, supervisory, clerical personnel and temporary and seasonal employees.

Section 1.2. Temporary and Seasonal Employees. Temporary and seasonal employees shall be employees hired as such by the City for the limited period of one hundred and eighty (180) days. No permanent employee shall be laid off within the division utilizing a temporary or seasonal employee. No temporary or seasonal employee shall work overtime without first offering such overtime to bargaining unit employees.

UNION SECURITY

Section 2.1. Agency Shop. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure or discriminate against an employee as regards to such matters.

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

(b) In accordance with the policy set forth above, all employees who are not members of the Union shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by the other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues and legal assessments. For each new employee, such payment shall commence with the first check-off date following his first sixty (60) days of employment.

Section 2.2. Dues Deduction. The check-off for initiation fees, periodic dues and legal assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Initiation fees of the Union, dues and legal assessments as designated to the City by the International Treasurer of the Union shall be deducted by the City and remitted promptly to the International Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 98517, Chicago, Illinois 60693, and to the Financial Secretary-Treasurer of the Local Union at an address designated by him.



The City further agrees to forward a list of all bargaining unit employees showing new hires and terminations simultaneously with the transmittal of the aforementioned deductions. The City agrees to turn over to the Financial Secretary of the Local Union a copy of the form sent to the International Treasurer each month.

The City will continue to deduct dues and initiation fees at the rate in effect on August 1, 1989, until officially notified of a change as provided below.

The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the City, shall be the International Treasurer of the Union.

Any employee that either works or is paid for forty (40) hours during the calendar month must pay union dues or fees as described above.

#### REPRESENTATION

Section 3.1. Stewards - Grievance Committee - Collective Bargaining Committee. The City agrees to recognize employee representatives selected or elected by the Union as follows:

(a) Stewards. The City agrees to recognize one (1) steward from the Street Division of the Department of Public Works, one (1) steward from the Water Resources Division and one (1) steward from the Distribution and Collection Division of the Utilities Department.

(b) Grievance Committee. The City agrees to recognize a Grievance Committee consisting of two (2) employees, the President of the Local Union and the steward from the division where the grievance has arisen.

(c) Collective Bargaining Committee. The City agrees to recognize a Collective Bargaining Committee consisting of four (4) employees, the President of the Local Union, the Recording Secretary of the Local Union, one (1) representative from the Street Division, one (1) representative from the Distribution and Collection Division and one (1) representative from the Water Resources Division. It is provided, however, that the President of

the Local Union and the Recording Secretary of the Local Union shall be designated as the representatives of the Collective Bargaining Committee from their regularly assigned division.

It is agreed that a steward's sole function is grievance administration at the appropriate step of the grievance procedure established in this Agreement and only for the particular division that the steward represents. Alternate stewards and committee members may be appointed by the Union to serve temporarily in place of the elected or selected Union representative due to the absence of such representative. The Union agrees to give the City written notice of its regular stewards and committee members and any alternates.

#### GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1. Grievance Procedure. A grievance shall be a complaint by an employee or the Union during the term of this Agreement concerning the application and interpretation of this Agreement.

Step 1. An employee with a grievance may bring his grievance in writing to the Department Head or designated representative within five (5) days of the occurrence giving rise to the grievance. The grievance shall state the date of the matter involved and such other matters that seem important and the provision of the Agreement that has been violated. The Department Head or designated representative shall meet within three (3) days with the employee and grievance committee and shall give in writing his answer to the grievance within the next three (3) working days.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievance committee may appeal such grievance to the City Manager within five (5) working days of the answer in Step 1. The City Manager shall meet with the grievance committee five (5) working days from receipt of the grievance and give his answer in writing to the grievance committee within the next five (5) working days.

Step 3. If the grievance is not resolved at Step 2, the Union may request assistance from the Michigan Bureau of Employment Relations and if not satisfactorily settled, may then request

binding arbitration during the term of this Agreement from the City within ten (10) days after the conclusion of mediation.

Section 4.2. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled and, if not followed by the City, shall advance to the next step. The time limits in the grievance procedure may be extended by mutual agreement. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 4.3. Lost Time. No employee shall lose pay for time spent attending grievance hearings during working hours.

Section 4.4. Selection of Arbitrator. Any grievance which is arbitrable may, during the term of this Agreement, be submitted to one arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the City and the Union.

Section 4.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of the Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he shall not have power or authority to amend, alter or modify this Agreement in any respect. Any award of the arbitrator shall not be retroactive prior to the effective date of the grievance. The arbitrator's decision shall be final and binding upon the Union, City, and employee involved, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

Section 4.6. Arbitration Attendance. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one employee, the Union may select one representative employee to attend the hearing. Any employee called as a witness, whether by the City or the Union, shall be excused from the hearing after the testimony is completed.

## RESERVATION OF RIGHTS

Section 5.1. Rights of City. The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work (subject to negotiation of wage rate for the classification) and to determine number of personnel required; to direct and to control operations; to discontinue, combine or re-organize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance (subcontracting) either in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of management and to take whatever action is required to carry out the obligations of the City to the taxpayers thereof.

The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to fix and determine penalties for violations of work rules; to make judgments as to ability and skill; to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provision of the Agreement. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The Union acknowledges that the only concessions made by the City are those specifically recited in this Agreement and violations thereof are subject to the grievance procedure.

## PEACEFUL RELATIONS

Section 6.1. No Strike - No Lockout. The Union agrees that there shall be no strikes, slowdown, or other interruption of work by any of its members during the term of this Agreement, but any disputes or differences shall be taken up under the grievance procedure of this Agreement. The City agrees that there shall be no lockouts

during the term of this Agreement.

#### APPLICATION OF SENIORITY

Section 7.1. Seniority Definition. Seniority shall be defined as the length of continuous service commencing from the employee's last date of hire upon completion of the probationary period. Divisional seniority shall be defined as the length of continuous service within a specific division.

Section 7.2. Probationary Period. An employee shall be on probation for the first twelve (12) months following his date of employment and may be disciplined, laid off, recalled, or discharged in the City's sole discretion without regard to this Agreement's provisions including without limitation to the Grievance and Arbitration Procedure. Absence from work in excess of five (5) work days shall extend the probationary period equal to such absence. Newly hired employees shall receive all fringe benefits provided by the City on the first day of the first full month after the employee's date of hire.

Section 7.3. Reduction of Employees. Whenever a reduction of employees is necessary, employees shall be laid off on the basis of their divisional seniority. It is understood that in any layoff situation, the senior employees can be retained only if the senior employees can perform the required work. Notwithstanding any other provision of this Agreement to the contrary, employees employed under State or Federal programs, like C.E.T.A., etc., shall be terminated upon termination or curtailment of such program. If such employee is placed on a regular full-time City budgeted job after termination or curtailment of such programs without a break in service, the employee's seniority date shall be the date when he commenced regular full-time employment under the State or Federal program.

Section 7.4. State or Federally Funded Employees. No bargaining unit employee shall be laid off while any Federal or State funded bargaining unit employee is employed unless such reduction is accomplished in accordance with Section 7.3.

Section 7.5. Recall. Employees who are on layoff shall be recalled to work in the reverse order of their layoff. Employees

who have been awarded a job which was posted as a result of a layoff shall return to their former jobs. The City agrees not to hire new employees while seniority employees are on layoff, provided the seniority employees on layoff are available and have the necessary skill, ability and training to perform the required work.

Section 7.6: Loss of Seniority. An employee's seniority shall expire when an employee is laid off for more than his period of employment, or his time worked, up to a period of two (2) years.

Section 7.7. Job Posting. All permanent new jobs or vacancies within a classification within the bargaining unit shall be posted for three (3) days on the bulletin board in the division in which such opening occurs. Interested employees within the division in which such opening occurs may sign the posting. Other employees may also sign the posting, but shall have no right to be considered for or given the position, except as the City in its sole discretion determines. The applicant who is most qualified to perform the required work and who has the greatest seniority shall be given the position. If there is a question as to an employee's qualifications, he shall have up to thirty (30) days to qualify. If the employee is disqualified, he shall return to his former job. Bidding into the Utilities Department shall be limited to an entry level certification unless the applicant was previously classified in a higher classification within the Department. Applicants for positions in the Utilities Department shall pass a basic skills test, if required. The City shall determine if a permanent new job or vacancy exists. Vacancies which are temporary in nature, or occasioned by vacation or leaves of absence, for example, are not subject to this Section. The length of such temporary vacancies may vary in specific cases. Appointment to the Mechanic classification in the Street Division shall be at the City's sole discretion and this section shall not apply.

Equipment Operator Posting(Street Division Only):

(a) Postings for equipment operators within a classification shall also list the equipment number. A successful bidder of this posting will have as his primary assignment the operation of the equipment so numbered. However, the employee's classification will require the employee to be qualified on other equipment as required by the classification. Management may

assign the employee to any work for which the employee is qualified, if the primary equipment is not operating on the employee's shift.

(b) The parties also agree that the primary operator has no claim for work because the night man is operating the primary equipment on another shift. The parties agree that the night man is required to operate whatever equipment that he is assigned to do as well as whatever other task that may be assigned to him.

(c) The parties also agree that notwithstanding the primary employee's assignment to his numbered equipment, the City retains the right to assign operation of that primary numbered equipment to another employee other than the primary operator for 1) training, 2) safety, or 3) where time periods are such that it would be inefficient to reassign operators.

(d) The City will provide to the Union a copy of the posting with the applicants listed thereon when the posting is taken off the bulletin board.

Section 7.8. Temporary Transfers. Notwithstanding any other provision of this Agreement, the Union acknowledges that due to the limited work force of the City that the City must retain the right of temporary work assignments and transfers between divisions and departments in order to efficiently utilize equipment and the skills of the City's employees in the performance of required work as well as in the training and development of skilled personnel. The City agrees that temporary transfers will not be made on a regular basis, and the City further agrees that this Section shall not be applied in an arbitrary manner.

#### WORKING CONDITIONS

##### Section 8.1 Schedules of Work.

(a) Normal Schedules for Street Division:

(1) Monday through Friday: 7:00 a.m. to 11:30 a.m. and  
12:00 p.m. to 3:30 p.m.

(2) Sweeping Schedule - To be determined by City which  
will post schedule and person(s) assigned on

Friday. If there is a schedule change, the employee will receive pay at time and one-half (1½).

- (3) Winter Schedule, November 1 to April 1  
Night shift two (2) regularly scheduled men:

Monday, Tuesday and Friday: 3:30 p.m. to 11:30 p.m.  
Wednesday and Thursday: 8:00 p.m. to 4:00 a.m.  
Monday, Tuesday and Friday: 11:00 p.m. to 7:00 a.m.  
Saturday and Sunday: 8:00 p.m. to 4:00 a.m.

Night Shift - If one (1) regularly scheduled man:  
Sunday, Monday, Tuesday, Wednesday, Thursday  
8:00 p.m. to 4:00 a.m.

- (b) Normal Schedule for Distribution & Collection Division:

(1) Monday through Friday: 7:00 a.m. to 11:30 a.m. and  
12:00 p.m. to 3:30 p.m.

- (c) Normal Schedule for Water Resources Division:

(1) Monday through Friday: 7:00 a.m. to 12:00 p.m. and  
12:30 p.m. to 3:30 p.m.

- (d) Normal Schedule for Laboratory Division:

(1) Monday through Friday: 7:30 a.m. to 4:00 p.m.

- (e) These schedules are established only to determine the hours for the computation of overtime rates, and the City may change schedules as the work conditions require subject to at least fifteen (15) days' notice to the Union in advance of the change.

Section 8.2. Utilities Department Weekend and Holiday Work. The employees in the Utilities Department shall work on the weekends and holidays as scheduled by the City. Section 8.7 (On Call Procedure) shall apply. Employees shall be paid in accordance with Sections 8.7, 9.2 and 9.4.



Section 8.3. Overtime. Overtime shall be divided as equally as possible among employees within each classification within each division. For purposes of overtime equalization within classifications of the Street Division of the Department of Public Works, bid jobs shall not be used for equalization. Equipment operators shall use nonbid equipment to equalize overtime.

Section 8.4. Equipment Inspection. All equipment, including hand tools and specialized equipment, shall be periodically inspected by the City's division Safety Committee member and the Division Union Steward. A written report of all deficiencies shall be submitted to the Division Supervisor and the Safety Committee Chairman within five (5) working days of the inspection. All "eminent danger" situations shall be reported immediately. The City will try to replace and keep in good repair equipment as needed as time and budget permits.

Section 8.5. Locker Rooms. The City will provide the employees with locker rooms and a place to eat, which also may be used for holding Union meetings.

Section 8.6. Bulletin Board. The City shall provide an employees' bulletin board where any individual or group of employees may post notices, providing they are not commercial notices, personal or defamatory in character.

Section 8.7. On Call Procedure. Employees who are assigned weekend or holiday on-call status in the Utilities Department must leave a local telephone number and will be expected to respond as quickly as possible after notification. In no event shall the response time exceed 30 minutes. Portable radios and pager units are available for this duty but it will be the responsibility of the employee to remain accessible and available for work during this time. Weekend shall mean 3:30 p.m. Friday to 7:00 a.m. Monday. Holiday shall mean 3:30 p.m. the last regularly scheduled day to 7:00 a.m. the first regularly scheduled day after the holiday. An employee so assigned shall receive \$40.00 per weekend and \$20.00 per holiday of On Call Duty.

WAGES

Section 9.1. Wages. The wage rates for classifications set forth in Appendix "A" attached hereto and made a part thereof shall remain in effect during the term of this Agreement.

Section 9.2. Call Back Pay. An employees shall receive not less than three (3) hours straight pay when called in outside of his regular work hour, or time and one-half (1-1/2) for the time worked, whichever is greater.

Section 9.3. Temporary Transfer Rate. An employee temporarily transferred to a higher paid job shall receive the higher rate if he works on the higher rated job eight (8) hours or more in a workweek. An employee transferred to a lower paid job on a temporary basis shall receive his regular rate.

Section 9.4. Premium Pay. Time and one-half (1-1/2) will be paid hourly-paid employees who perform work prior to their regularly scheduled starting time and over and above their regularly scheduled workweek as defined in Section 8.1 of this Agreement. Hours worked in excess of the eight (8) hours in any workday shall be paid for at one and one-half (1-1/2) times the normal rate of pay.

Section 9.5. Shift Premium. Employees who are regularly assigned to work the second shift shall receive an additional twenty cents (\$0.20) shift differential per hour, and employees who are regularly assigned to work the third shift shall receive an additional twenty-five cents (\$0.25) shift differential per hour.

Section 9.6. Cement Finishing. Employees of the Street Division who are assigned to work at cement finishing, including setting forms, shall receive an additional fifteen cents (\$0.15) per hour premium, and the lead employee shall receive twenty-five cents (\$0.25) per hour while working on the cement work commencing at the time work begins at the job site. The City reserves the right to select and remove the lead employee.

FRINGE BENEFITS

Section 10.1. Recognized Holidays. Time off with eight (8) hours of pay for hourly employees shall be allowed for the following holidays, if such holidays fall on the first five days of the workweek, Monday through Friday:

New Year's Day	Veterans' Day
Good Friday Afternoon (last 4 hrs. of shift)	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Day Before Christmas
Labor Day	Christmas Day
Employee's Birthday	Day Before New Year's Day

When a holiday falls on Saturday, the employee shall be given the preceding Friday off. Should a holiday fall on Sunday or the seventh day of the week, then Monday or the first day of the workweek shall be celebrated in lieu of such holiday. If an employee's birthday falls on Saturday, he shall be given Friday off, and if an employee's birthday falls on Sunday, he shall be given Monday off.

Section 10.2. Holiday Pay Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must work his hours on the last regularly scheduled day before and the first regularly scheduled day after the holiday unless otherwise excused by the City.

(b) An employee who agrees to work on a holiday, but fails to report for work, unless otherwise excused shall not be entitled to holiday pay.

(c) If the employee is absent on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation.

Section 10.3. Vacations. Each employee who has worked for the City more than one (1) year shall be entitled to one (1) week's (40 hours) vacation with pay. Each employee who has worked two (2) years or more shall be entitled to two (2) weeks' vacation with

pay. Each employee who has worked seven (7) years or more is entitled to three (3) weeks' vacation with pay. Each employee who has worked fifteen (15) years or more is entitled to four (4) weeks vacation with pay. The corresponding Utilities or Public Works Department Head shall allow said vacation at a time when said employee is not indispensable or necessary. Vacation eligibility shall be determined on the employee's anniversary date of hire and vacation leave may be scheduled and taken during the twelve (12) months immediately following the anniversary date subject to the supervisor's approval and manpower requirements provided that normally at least one employee may be on vacation leave. Vacation shall be paid on an eight hour day. Employees must take their vacation within the twelve (12) months following their anniversary date or lose the benefit. Vacation time cannot be carried from year to year except upon advance written approval of the City Manager.

An employee whose employment is terminated due to retirement under the Pension Program or voluntarily quits prior to his eligibility anniversary date of hire, shall receive pro-rata vacation pay based upon the straight-time hours worked during the vacation eligibility year.

Section 10.4. Sick Leave. The provisions regarding use of sick leave are outlined as follows:

(a) Sick leave with pay will be granted each permanent employee of the City. Sick leave will consist of one (1) eight-hour day per month for each completed month of service to a total of not more than one hundred sixty-five (165) working days for purposes of reimbursement under Section 10.4(d). Unlimited accumulation sick leave will be allowed for use under Section 10.4(b).

(b) Upon request of the Department Head or City Manager, an employee requesting sick leave shall submit a satisfactory medical certificate, covering the period for which such claim is made. However, in all cases, the Department Head must be notified before the start of the working day, or sick leave request shall be denied.

(c) Sick leave will be authorized for individual employee's sickness, and up to four (4) days per year from accumulated sick leave may be granted for sickness of those individuals who meet the

definition of "Dependent" as defined by the Steelworkers' Standard Plan Document (Health Care Plan). Two (2) of the four (4) days may be taken as personal days scheduled in advance with the Department Head.

(d) Employees will be entitled to 50% of accumulated sick leave up to a maximum of thirty (30) days if they are fired or discharged for any reason. Employees will be entitled to 50% of accumulated sick leave if they voluntarily terminate their employment. It is expressly understood and agreed that an employee shall give the City two (2) weeks written notice in advance of his voluntary termination date. Employees will be entitled to a maximum payment of 75% of all accumulated sick leave upon retirement and/or death. In case of a work-connected injury, an employee may use his accumulated sick leave to supplement his Worker's Compensation payment in an amount that, when added to his Worker's Compensation payment, shall be equal to his regular forty (40) hour weekly wage. In addition, it is agreed that Worker's Compensation is a nonpaid leave of absence unless the employee is receiving the sick leave supplement.

Section 10.5. Personal Leave of Absence. A personal leave of absence without pay may be granted for good cause shown at the discretion of the City Manager. No fringe benefits shall accrue while an employee is on an unpaid leave of absence, provided however, that upon payment in advance of the required premiums, an employee may retain group coverage of life and medical insurance.

Section 10.6. Longevity. The payment of longevity is set forth in Appendix "B" and shall be paid as follows:

(a) After three (3) years of service, all permanent employees shall be eligible for longevity benefits starting at \$60.00, and \$20.00 per year shall be added for each additional year of service, with a maximum of \$330.00 after fifteen (15) years of service in accordance with Appendix "B."

(b) October 1 of each year shall be the date longevity benefits shall be determined.

(c) Longevity payments will be paid on or before November 15 of each year, separate from the regular salary.

(d) An employee who retires, or because of death leaves the employment of the City, shall be eligible for longevity payments not received, prorated to the date of termination.

(e) Temporary or part-time employment shall not be accumulated for longevity benefits.

Section 10.7. Hospitalization Insurance. The City shall pay the required premiums for hospitalization insurance and shall provide the Vision Program for all eligible full-time employees and dependents. The City reserves the right to select the insurance carrier and/or to maintain a self-insured program, provided that the benefits are substantially equivalent to the proposed major medical plan summary dated July 21, 1998 (Appendix D), excluding the administration thereof.

In the event that the City contemplates changing the insurance carrier, the City agrees to notify the Union and discuss the matter with the Union, if requested, prior to any change in the insurance carrier.

Section 10.8. Dental Insurance. Beginning July 1, 1996, the City shall pay for all eligible full-time employees and dependents the required premiums for dental insurance benefits as provided in the 80:20 Delta Plan A (80/20 benefits on some of Class I benefits; 50/50 coverage on remainder of Class I benefits and Class II benefits; no Class III benefits) with a \$1,000 maximum per person per contract year. The City reserves the right at any time to select the insurance carrier and/or self-insured, provided the benefits are substantially equivalent to Delta Plan A recited above, excluding the administration thereof.

The City also reserves the right to provide, beginning no earlier than June 30, 1998, no less than the 75:25 dental insurance Class 1 and 2 (no orthodontics) benefits \$600 maximum per person per contact year provided as of January 1, 1996, to the City's Police and Fire Fighters' bargaining units, excluding the administration thereof, under self-insurance or any insurance carrier the City selects.

Notwithstanding the termination of this Agreement, the Union hereby also agrees to expressly waive bargaining over dental benefits and dental insurance in any respect during negotiations

for an Agreement to succeed the Agreement expiring June 30, 1998, and in no event shall such waiver be for a period of less than three (3) years beginning on June 30, 1998.

In the event that the City contemplates changing the insurance carrier, to self-insured or to the 75:25 dental insurance benefits \$600 annual maximum provided as of January 1, 1996 to the Police and Fire Fighter units, as provided above, the City agrees to notify the Union and for informational purposes discuss the matter with the Union prior to any such change.

Section 10.9. Life Insurance. All permanent employees of the City will be covered by a group term life insurance policy and a group accidental death, dismemberment and loss of sight policy in the face amount of Ten Thousand Dollars (\$10,000) with premiums fully paid by the City. Upon retirement, the City will carry a Twenty-Five Hundred Dollar (\$2,500) life insurance policy on the employee until his death.

Section 10.10. Federal Insurance. The Federal Old Age and Survivor's Insurance Plan shall be in effect as set up by Social Security Commission, one-half paid by the employee and one-half paid by the City of Cadillac.

Section 10.11. Insurance Benefits. All insurance benefits shall commence the first full month following the employee's date of hire. The City's insurance contributions shall continue during a leave of absence where an employee is receiving sick leave benefits under Section 10.4. Insurance payments by the City shall cease when an employee goes on an unpaid leave of absence. Insurance payments shall continue for the remainder of the month in which an employee is laid off and for the next forty-five (45) days next succeeding. An employee on layoff or a leave of absence without pay may continue such insurance upon the employee's advance payment of the required premiums.

Concerning precertification, an employee who fails to telephone for precertification will be charged \$250 deductible for that procedure.

Section 10.12. Pension. The City shall provide retirement benefits, and the employee shall participate in the Municipal

Employees' Retirement Act, Plan B-2, F 55/25 rider, with the City assuming full cost for the existing pension plan. The City shall provide Plan B-2 to all eligible employees who retire on or after July 1, 1992.

Section 10.13. Uniforms. All employees shall receive five (5) uniforms per week. A uniform shall consist of shirt, pants, shorts (utilities department only), seasonal outerwear, and a baseball cap. In addition, the City will provide protective clothing as necessary, which includes, but is not limited to:

- (a) insulated coverall/bib overalls for all employees;
- (b) galoshes for sander and cement workers;
- (c) rubber gloves as needed by all employees;
- (d) seasonal rubber boots as needed by all employees;
- (e) rain gear as needed by all employees;
- (f) light weight jackets for all employees for spring/fall conditions;
- (g) winter weight Carhartt coats for all employees.

Wearing of the provided uniform as specified above shall be mandatory. Wearing of the baseball cap shall not be mandatory, but if the employee chooses to wear a baseball cap, it shall be one issued by the City. The City reserves the right to establish rules and regulations for the use and care of the equipment.

Section 10.14. Eye Glasses. The City will replace or repair lost or damaged glasses which result from incidents occurring during and arising out of work. However, this benefit shall not apply where glasses are lost or damaged as the result of the employee's carelessness or negligence.

Section 10.15. Funeral Leave. An employee shall be allowed three (3) days' pay for time off in the regular workweek in case of death of his father, mother, spouse, child, employee's dependent step-child residing with the employee, brother, sister, mother-in-law,



father-in-law, grandfather, grandmother, grandchildren, sister-in-law, or brother-in-law. A current spouse's grandparents shall also be included in the immediate family for purposes of this Section, provided, however, no day or days with pay shall be allowed an employee unless he attends the funeral. If the employee is required to make at least a four hundred (400) mile round trip for the funeral, one additional day will be granted for travel time, making a maximum total of four (4) days allowed under the mileage requirements.

Section 10.16. Jury Duty. In the event an employee is called for jury duty, he will receive full pay while on jury duty up to a maximum of twenty (20) days per year, providing that the check he receives for jury duty is turned over to the City.

Section 10.17. Beneficiaries. Upon the death of an employee, while employed by the City, his benefits that are unused, accumulated or accrued, shall be held by the City until such time as proper legal evidence, as determined by the City Attorney, shall be presented, allowing full payment of the appropriate benefits. The City will advise the Union President as to the benefits payable to the survivors of Union employees.

Section 10.18. Fringe Benefits. All fringe benefits shall cease accumulation when an employee goes on an unpaid leave of absence. All fringe benefits shall continue to the end of the month in which an employee is laid off and for the forty-five (45) days next succeeding. Fringe benefits include paid sick leave, vacation and longevity.

The City shall maintain a last date of hire for seniority purposes and an anniversary date for determining length of service for specified fringe benefits. Employees who are on an unpaid leave of absence or layoff shall have their anniversary date modified by such absences but the date of hire for purposes of seniority shall not be modified.

Section 10.19. M.D. Visits: Work-Connected Injury. An employee will not lose time from his regular scheduled hours when the employee is required to be seen by a doctor following a work-connected injury. An employee shall be allowed fifteen (15) minutes to return to work following a doctor's visit within the

City of Cadillac. The City reserves the right to schedule such medical appointments.

#### MISCELLANEOUS

Section 11.1. No Discrimination. It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex or national origin. Complaints or grievances under this Section shall not be arbitrable under this Agreement.

Section 11.2. Military Leave. An employee returning from military leave of absence shall be entitled to reinstatement in accordance with applicable law. Complaints or grievances under this Section shall not be arbitrable under this Agreement.

Section 11.3. Work Rules. The City reserves the right to establish and publish reasonable rules and regulations governing employee conduct. These rules and regulations shall be in effect seventy-two (72) hours after posting. The Union shall have the right to grieve the reasonableness of any rule by filing a grievance within fourteen (14) calendar days after the City publishes a new rule.

Section 11.4. Motor Vehicle Licensing. The City shall reimburse all employees for testing, license renewals, and physical examinations as required to secure and maintain a commercial driver's license (CDL) and any endorsements required to perform the employee's assigned or classification job. A minimum of three (3) Utilities Department - Distribution and Collection Division employees shall secure and maintain CDLs with appropriate endorsements at all times. An employee who loses his motor vehicle operator's license, commercial driver's license (CDL) or any endorsements where such license(s) or endorsement(s) are required by the City to perform the employee's assigned or classification job, or who accumulates twelve (12) or more points under the Michigan State Point System, shall be subject to suspension without pay or benefits for the length of the license(s) or endorsement(s) suspension or revocation or until the point total is reduced below 12, or whichever is longer, up to a maximum of one hundred eighty (180) days. Failure of the license(s) or endorsement(s) to be restored or points to be reduced below 12 within 180 days,

permanent revocation of the license(s) or endorsement(s), or commission of a Category II traffic violation, each is just cause for discharge. Provided, however, off-duty "reckless driving" shall not be considered a "Category II" violation providing just cause for discharge, but any points, suspension or revocation resulting from off-duty reckless driving shall apply as provided above as shall Section 11.6. At the City's sole discretion and such discretion is not challengeable under the Grievance and Arbitration Procedure of this Agreement, the employee may be placed in a nondriving position in lieu of the suspension if circumstances permit, subject to the other requirements of this Section. When an employee reaches eight (8) points, the employee shall be required to attend a defensive driving training program, designated by the City, to occur on the employee's off-duty hours and be paid for by the employee.

Section 11.5. Operator's Certification. All Utilities Department employees shall, as a condition of employment and continued employment, unless otherwise expressly excused by the City Manager for unusual circumstances, obtain State Certification in accordance with the following schedule within four (4) years from their date of employment or date of entry into the classification.

Minimum Certification:

Water Resources Division . . . . . D or D-4  
 Distribution & Collection Division . . . . . S-4

Certification Premium:

A certification hourly premium shall be paid only for the highest certificate earned in accordance with the following:

Water Resources Division

D-4 Water Certificate (min. std.) - \$0.25 per hour  
 D-3 Water Certificate (min. std.) - .35 per hour  
 D-2 Water Certificate (min. std.) - .45 per hour

D Waste Water Certificate - \$0.30 per hour  
 C Waste Water Certificate - .40 per hour  
 B Waste Water Certificate - .50 per hour

Distribution & Collection Division

S-4 Water Certificate	- \$0.25 per hour
S-3 Water Certificate	- .35 per hour
S-2 Water Certificate	- .45 per hour

Section 11.6. Felony Conviction. The Union agrees that conviction of a felony shall be just cause for discharge.

Section 11.7. Effect of Agreement. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by the means of collective bargaining, and the following provisions will be binding upon the City and the Union during the term of this Agreement and any renewal thereto. Therefore, the City and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 11.8. Modification of Agreement. This Agreement may be modified by mutual consent, in writing, by the parties hereto, and the provisions of this Agreement shall be subject to any change made necessary by reason of Federal or State legislation.

Section 11.9. Practices. Nothing contained in this Agreement shall be construed to abrogate or deny past practices and privileges which have been acknowledged, in writing, by the City in the past and which are not in conflict with this Agreement.

Section 11.10. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 11.11. Accident Report. Upon request, an employee shall receive a copy of his accident report.

Section 11.12. Group or Shift Leaders. The City reserves the right to appoint or remove group or shift leaders.

Section 11.13. Telephone. All employees shall as a condition of continued employment maintain a working telephone in their residence. It shall be the employee's responsibility to keep on file with the City his current telephone number.

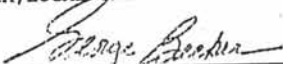
DURATION OF AGREEMENT


Section 12.1. Termination. This Agreement shall become effective on the date indicated hereof and shall be and remain operative and binding upon the parties hereto until midnight, June 30, 2001.

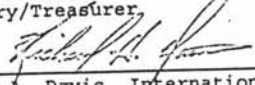
It is agreed that this Agreement shall renew itself automatically from year to year unless either of the parties hereto notifies the other party by registered mail sixty (60) days prior to any yearly expiration date of their intention to terminate or modify this Agreement.

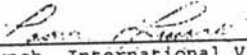
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of December 15, 1998.

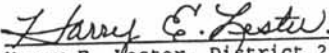
UNITED STEELWORKERS OF  
AMERICA, LOCAL UNION NO. 14317

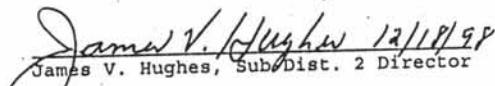
  
George Becker, International Pres.

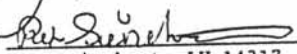
  
Leo W. Gerard, International, Dir.  
Secretary/Treasurer

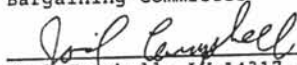
  
Richard A. Davis, International VP  
(Administration)

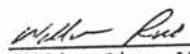
  
Leon Lynch, International VP  
(Human Affairs)

  
Harry E. Wester, District 2, Director

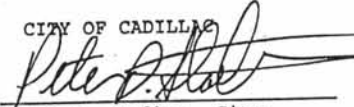
  
James V. Hughes, Sub-Dist. 2 Director

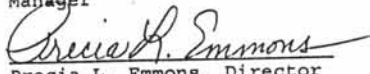
  
Rex Swinehart, LU-14317,  
Bargaining Committee

  
Joe Campbell, LU-14317,  
Bargaining Committee

  
William Rice, LU-14317,  
Bargaining Committee

CITY OF CADILLAC

  
Peter D. Stalker, City  
Manager

  
Precia L. Emmons, Director  
of Administrative Services

APPENDIX "A"  
CLASSIFICATION AND RATES

The following rates will become effective the first full pay period beginning on or after July 1, 1998:

<u>STREET DIVISION</u>	<u>HOURLY</u>	<u>ANNUALLY 2080 HOURS</u>
Heavy Equipment Operator (all jobs)	11.67	24,273.60
Medium Equipment Operator (all jobs)	11.55	24,024.00
Light Equipment Operator (all jobs)	11.38	23,670.40
Laborer	10.49	21,819.20
After 60 days	10.77	22,401.60
After one (1) year	11.03	22,942.40
Night Man	11.67	24,273.60
Mechanic	13.09	27,227.20
 <u>DISTRIBUTION &amp; COLLECTION DIVISION</u>		
Maintenance Man In Training**		
Start	9.12	18,969.60
After one (1) year	9.59	19,947.20
After two (2) years	11.03	22,942.40
Maintenance Man I	11.55	24,024.00
Maintenance Man II	11.96	24,876.80
Chief Operator		
Start	12.64	26,291.20
After one (1) year	13.02	27,081.60
After two (2) years	13.49	28,059.20

APPENDIX "A"  
 Classifications and Rates  
 Page Two (2)

<u>WATER RESOURCES DIVISION</u>	<u>HOURLY</u>	<u>ANNUALLY 2080 HOURS</u>
Operator In Training**		
Start	9.12	18,969.60
After one (1) year	9.59	19,947.20
After two (2) years	11.03	22,942.40
Water Resources Division Operators		
Start	11.22	23,337.60
After 6 months	11.37	23,649.60
After 12 months	11.60	24,128.00
After 24 months	11.94	24,835.20
Chief Operator		
Start	12.64	26,291.20
After 12 months	13.02	27,081.60
After 24 months	13.49	28,059.20
<u>LABORATORY SERVICES DIVISION</u>		
Laboratory Assistant		
Start	12.58	26,166.40
After 6 months	12.73	26,478.40
After 12 months	12.93	26,874.40
After 24 months	13.30	27,664.00

All payroll checks to show regular and overtime hours.

\*\* An In Training Employee may skip the year one pay level and proceed directly to the second year pay rate after one (1) year of service by successfully passing a basic skills and knowledge test to be developed and approved by the City. This test will be administered to those interested parties sometime after the first ten (10) months of employment, but before the end of the 12th month.

An employee who is assigned to perform mechanic duties in the Street Division shall receive a premium of twenty-five cents (\$0.25) for each hour worked performing mechanic duties.



APPENDIX "A"  
 Classifications and Rates  
 Page Three (3)

The following rates will become effective the first full pay period beginning on or after July 1, 1999:

<u>STREET DIVISION</u>	<u>HOURLY</u>	<u>ANNUALLY</u> <u>2080 HOURS</u>
Heavy Equipment Operator (all jobs)	12.02	25,001.60
Medium Equipment Operator (all jobs)	11.90	24,752.00
Light Equipment Operator (all jobs)	11.72	24,377.60
Laborer	10.80	22,464.00
After 60 days	11.09	23,067.20
After one (1) year	11.36	23,628.80
Night Man	12.02	25,001.60
Mechanic	13.48	28,038.40
<u>DISTRIBUTION &amp; COLLECTION DIVISION</u>		
Maintenance Man In Training**		
Start	9.39	19,531.20
After one (1) year	9.88	20,550.40
After two (2) years	11.36	33,628.80
Maintenance Man I	11.90	24,752.00
Maintenance Man II	12.32	25,625.60
Chief Operator		
Start	13.02	27,081.60
After one (1) year	13.41	27,892.80
After two (2) years	13.89	28,891.20

APPENDIX "A"  
 Classifications and Rates  
 Page Four (4)

<u>WATER RESOURCES DIVISION</u>	<u>HOURLY</u>	<u>ANNUALLY</u> <u>2080 HOURS</u>
Operator In Training**		
Start	9.39	19,531.20
After one (1) year	9.88	20,550.40
After two (2) years	11.36	23,628.80
Water Resources Division Operators		
Start	11.56	24,044.80
After 6 months	11.71	24,356.80
After 12 months	11.95	24,856.00
After 24 months	12.30	25,584.00

WATER RESOURCES DIVISION

Chief Operator		
Start	13.02	27,081.60
After 12 months	13.41	27,892.80
After 24 months	13.89	28,891.20

LABORATORY SERVICES DIVISION

Laboratory Assistant		
Start	12.96	26,956.80
After 6 months	13.11	27,268.80
After 12 months	13.32	27,705.60
After 24 months	13.70	28,496.00

All payroll checks to show regular and overtime hours.

\*\* An In Training Employee may skip the year one pay level and proceed directly to the second year pay rate after one (1) year of service by successfully passing a basic skills and knowledge test to be developed and approved by the City. This test will be administered to those interested parties sometime after the first ten (10) months of employment, but before the end of the 12th month.

An employee who is assigned to perform mechanic duties in the Street Division shall receive a premium of twenty-five cents (\$0.25) for each hour worked performing mechanic duties.

APPENDIX "A"  
 Classifications and Rates  
 Page Five (5)

The following rates will become effective the first full pay period beginning on or after July 1, 2000:

<u>STREET DIVISION</u>	<u>HOURLY</u>	<u>ANNUALLY</u> <u>2080 HOURS</u>
Heavy Equipment Operator (all jobs)	12.35	25,688.00
Medium Equipment Operator (all jobs)	12.23	25,438.40
Light Equipment Operator (all jobs)	12.04	25,043.20
Laborer	11.10	23,088.00
After 60 days	11.39	23,691.20
After one (1) year	11.67	24,273.60
Night Man	12.35	25,688.00
Mechanic	13.85	28,808.00
<u>DISTRIBUTION &amp; COLLECTION DIVISION</u>		
Maintenance Man In Training**		
Start	9.65	20,072.00
After one (1) year	10.15	21,112.00
After two (2) years	11.67	24,273.60
Maintenance Man I	12.23	25,438.40
Maintenance Man II	12.66	26,332.80
Chief Operator		
Start	13.38	27,830.40
After one (1) year	13.78	28,662.40
After two (2) years	14.27	29,681.60
<u>WATER RESOURCES DIVISION</u>		
Operator In Training**		
Start	9.65	20,072.00
After one (1) year	10.15	21,112.00
After two (2) years	11.67	24,273.60

APPENDIX "A"  
Classifications and Rates  
Page Six (6)

		ANNUALLY
Water Resources Division Operators	HOURLY	2080 HOURS
Start	11.88	24,710.40
After 6 months	12.03	25,022.40
After 12 months	12.28	25,542.40
After 24 months	12.64	26,291.20
Chief Operator		
Start	13.38	27,830.40
After 12 months	13.78	28,662.40
After 24 months	14.27	29,681.60

LABORATORY SERVICES DIVISION

Laboratory Assistant		
Start	13.32	27,705.60
After 6 months	13.47	28,017.60
After 12 months	13.69	28,475.20
After 24 months	14.08	29,286.40

All payroll checks to show regular and overtime hours.

\*\* An In Training Employee may skip the year one pay level and proceed directly to the second year pay rate after one (1) year of service by successfully passing a basic skills and knowledge test to be developed and approved by the City. This test will be administered to those interested parties sometime after the first ten (10) months of employment, but before the end of the 12th month.

An employee who is assigned to perform mechanic duties in the Street Division shall receive a premium of twenty-five cents (\$0.25) for each hour worked performing mechanic duties.

APPENDIX "B"

LONGEVITY SCHEDULE

<u>Years of Service as of</u> <u>October 1, each year</u>	<u>Amount of Payment</u>
3	\$ 60
4	80
5	100
6	120
7	140
8	160
9	180
10	200
11	220
12	240
13	260
14	280
15	330

APPENDIX "C"

OUTSIDE WORK POLICY

It is the policy of the City to discourage employees from engaging in outside employment that would undermine the employee's effectiveness as a City employee or which would tend to give the residents of the City the appearance of impropriety. Therefore, employees are permitted to engage in outside employment, so long as that work:

- (a) Does not constitute a conflict of interest with the employee's City duties;
- (b) Does not occur during the employee's City working hours;
- (c) Does not involve the use of confidential information gained as a result of City employment;
- (d) Is not solicited during the employee's City working hours; or
- (e) Does not negatively impact upon the employee's and/or the City's ability to provide sufficient and efficient service to the public.

In recognition of the past practice of the parties, employees are encouraged to discuss any possible outside employment that may be a violation of this policy with their respective department head (Utilities Director or Public Works Director).

September 3, 1998

**MAJOR MEDICAL PLAN SUMMARY**  
July 21, 1998

BENEFITS	City of Cadillac BCBS Knock-Out Plan	City of Cadillac Proposed Major Medical Plan
Inpatient Hospital Care General Conditions (Semi-private room, meals, general nursing care and hospital services.)	Covered for 365 days (subject to extended stay review)	Unlimited days after deductible and copay
Outpatient Hospital Care (Emergency Room Care) Accident Injuries Medical Emergencies	Diagnostic Lab Services, X-Rays, Radiology and Chemo - \$5 copay or 10%, whichever is greater Accidental injury - Covered Medical (if life threatening) - Covered Physician (Max. benefit/treatment) - \$15	Covered after deductible and copay  Covered after deductible and copay with approved diagnosis SAB Rider - deductibles & copays waived for first \$300 of covered expenses within 90 days of an accident.
Mental Health Care Inpatient Mental Health Care	50% after deductible, up to mental health care maximum *	50% after deductible, up to mental health care maximum *
Inpatient Substance Abuse Treatment	50% after deductible (45 days and \$15,000/yr. maximum)	50% after deductible, up to mental health care maximum
Outpatient Mental Health Care	50% after deductible, up to mental health care maximum *	50% after deductible, up to mental health care maximum *
Outpatient Substance Abuse Treatment	50% after deductible, up to \$2,000 per year	50% after deductible, up to annual minimum dollar amount set by state law
Special Hospital Services & Programs Home Health Care	Covered	Covered after deductible and copay
Hospice Care (in approved facilities)	Covered (limited to 120 days)	Covered up to lifetime maximum (no deductible or copays)
Individual Case Management	Covered	Covered
Medical Surgical Care Surgery (includes anesthesia and technical surgical assistance)	Covered at 100%	Covered after deductible and copay; includes surgery in BCBSM-approved ambulatory facilities

Voluntary Sterilization	Not covered	Covered after deductible and copay
Maternity Care—delivery (includes care provided by a Certified Nurse Midwife)	Covered at 100%	Covered after deductible and copay
Pre- & Post-Natal Care Visits (includes care provided by a Certified Nurse Midwife)	Covered after deductible and copay	Covered after deductible and copay
Inpatient Consultations	Covered	Covered after deductible and copay
Emergency Care (Physician)	\$15 maximum benefit per treatment	Covered after deductible and copay
Laboratory, Pathology, X-Rays, Radiology & EKGs	\$5 copay or 10%, whichever is greater	Covered after deductible and copay
Pap Smear - <i>laboratory service only</i> (One routine pap smear every 12 months)	Not covered	Covered after deductible and copay
Mammography Screening (One routine mammogram for women age 35-40, one routine mammogram annually over age 40)	Not covered	Covered after deductible and copay
Office Visits	Covered after deductible and copay	Covered after deductible and copay
Allergy Testing and Therapy	Covered after deductible and copay	Covered after deductible and copay
Well-Baby Care (up to age 1) & Immunizations (up to age 6)	Not Covered	Not Covered
Chiropractic Services - spinal manipulation	Covered after deductible and copay; limited visits	Covered after deductible and copay; limited visits
Ambulance Services	Covered after deductible and copay	Covered after deductible and copay
Prosthetic & Orthotic Appliances	Covered after deductible and copay	Covered after deductible and copay
Private Duty Nursing	50% after deductible	50% after deductible
Prescription Drugs	Prescription Drugs Separate	Prescription Drugs Separate



	<b>DEDUCTIBLES, COPAYS AND DOLLAR MAXIMUMS</b>	
	<b>City of Cadillac BCBS Knock-Out Plan</b>	<b>City of Cadillac Proposed Major Medical Plan</b>
<b>Deductibles</b> (per calendar year)	<b>Deductible:</b> \$150 per person, \$300 per family	<b>Deductible:</b> \$150 per person, \$300 per family
<b>Copays</b>	<b>Copay:</b> 20% for general services; 50% for mental health care and private duty nursing	<b>Copay:</b> 20% for general services; 50% for mental health care and private duty nursing
<b>Out-of-Network Sanctions</b>	Not Applicable	Not Applicable
<b>Stop-Loss</b> (per calendar year)	<b>Stop-Loss:</b> \$1,000 limit on 20% copays for general services	<b>Stop-Loss:</b> \$1,000 limit on 20% copays for general services
<b>Benefit Dollar Maximums</b> (per member)	<b>Maximum:</b> \$1 million lifetime  * All mental Health Care Services: \$15,000 per year, \$30,000 lifetime Outpatient Mental Health Care: \$2,000 per year	<b>Maximum:</b> \$5 million lifetime; additional \$1 million lifetime per covered specified human organ transplant  * All mental Health Care Services: \$15,000 per year, \$30,000 lifetime Outpatient Mental Health Care: \$2,000 per year, \$5,000 lifetime
<b>Payment of Benefits</b>	<b>Participating Hospitals:</b> 100% of covered benefits  <b>Nonparticipating Hospitals:</b> 100% of covered benefits up to UCR (usual, customary and reasonable) limits  <b>Medical Surgical Care:</b> 100% of participating surgeons charges; 100% of non-participating surgeon charges up to UCR limits	<b>Participating Hospitals:</b> 100% of covered benefits after deductible and copays   <b>Medical Surgical Care:</b> 100% of BCBSM-approved amount less applicable deductible and copays

\* These caps on Mental Care services are not valid, effective 7-1-98 under the Mental Health Parity Act. (sunset date of September 30, 2001).

LETTER OF UNDERSTANDING

No. 2

Date: 8-9-82

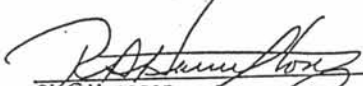

Re: Walter Porteous

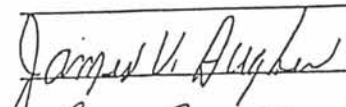
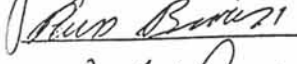
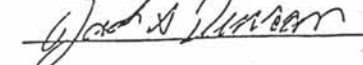
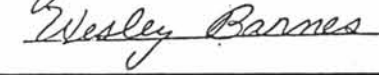
The City and the Union agree that Walter Porteous shall not be required to obtain an "S-3" Certificate.

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, on behalf of LOCAL UNION NO. 14371

CITY OF CADILLAC

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City Manager  
  
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Gerald R. Keenan

  
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