

6/30/99

Nov 22 1999

AGREEMENT

between the

CITY OF HUDSON

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 547 - A, B, C, E, H - AFL-CIO



JULY 1, 1995 - JUNE 30, 1999

Hudson City of

AGREEMENT

BETWEEN

THE CITY OF HUDSON

hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #547, 547B, and 547C, AFL-CIO

hereinafter referred to as the "Union".

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, UNION SECURITY AND CHECK-OFF

Section 1. Union Recognition.

(a) The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.

(b) The term "employee" as used herein shall include all Street and Service-worker I and II employees of the Employer in the Department of Public Works but shall not include "seasonal employees" and "temporary employees" as hereafter defined and further shall not include the Superintendent of Public Works.

1. Season employee shall mean any employee who is employed primarily during the summer months (May through September).

2. Temporary employee shall mean any employee who either (a) works irregularly, (b) normally works a schedule of not over 16 hours per week, or (c) is hired in connection with a specific project, work on which will not extend beyond 60 days.

Section 2. Agency Shop.

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within the Ninety-first (91st) calendar day of the effective date of this Agreement or within the Ninety-first (91st) calendar day of their hire by the Employer, whichever is later, become members, or in the alternative, shall as a condition of employment, members, or in the alternative, shall as a condition of employment pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) If any provision of this Article is deemed invalid under Federal or State Law, either party shall have the right to re-open negotiations to modify said provisions in order that same may comply with the provisions of said Federal or State Law.

(c) The union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(d) The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring, and Social Security number of the new employee.

(e) Either party to this Agreement shall have the right to reopen negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

(f) The City shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Union dues in accordance with this Contract and the Union Agrees to hold the City harmless from all liability, claims, demands and suits to which the City may be put by reason of its voluntary agreement to deduct membership dues.

Section 3. Check-Off.

(a) The employer shall deduct from the wages of the Employees covered by this Agreement and remit to the Union, on or before the 15th day each month following that which said deductions were made, dues uniformly required as a condition of membership in the Union only in such cases as the employee files with the Employer proper written authorization to do so.

(b) Such dues, as and when deducted, shall be kept separate from the Employer's general funds and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly both parties reaffirm by this Agreement, the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, age, marital status, height, weight, or disability.

ARTICLE IV

MANAGEMENT RIGHTS

(a) The City, on it's own behalf and on behalf of the electors of the City, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the City and its properties and facilities, and the activities of its employees during the work day.

2. To hire all employees and subject to the provisions of law to determine their dismissal or demotion, and to promote, and transfer all such employees.

3. To determine work load, hours of employment and the duties, responsibilities and assignments of employees covered under the contract. The exercise of the foregoing rights, authority, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion of connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

(b) The City has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of the Agreement.

ARTICLE V

VISITATION

After presentation of proper credentials, officers or accredited representative of the Union may be admitted (upon request by the Union) on to the premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not be in areas which would be detrimental to the management and function of the operation of the City.

ARTICLE VI

STEWARDS

(a) The employees covered by this Agreement shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements will be made to allow the Chief Steward a time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with their Supervisor.

(c) During his term of office, the Chief Steward shall have preference for the purpose of lay-off and recall only, provided, he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular status.

ARTICLE VII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation, or in cases of emergency.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. It is agreed that such contracting or sub-contracting will not result in lay-offs or in full-time employees working less than forty (40) hours per week.

ARTICLE IX**EMPLOYMENT STATUS**

- (a) A newly hired employee shall be on a probationary status ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) day probationary period, the employee is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such probationary employee shall not have completed his probationary period until these additional days have been worked.
- (b) After satisfactory completion of the probationary period the employee shall have recourse to the terms of this Agreement and such employee shall be given credit for his/her total time with the Employer, retroactive to date of hire. The probationary employee shall not earn any fringe benefits during his/her probationary period but he/she shall be given credit for his total time worked and such time shall apply to his vacation eligibility only based on his date of hire.
- (c) Employees shall be laid-off, recalled, or demoted according to their capabilities with due consideration given to the length of time the employee has been with the Employer. In the event that a more senior employee is laid-off or demoted, he shall be notified in writing as to the reason or reasons, with the employee having the right to grieve if the reasons given by the employer are not felt to be justified by the affected employee.
- (d) An employee will lose his employment status for the following reasons:
1. He/she resigns.
 2. He/she is discharged for cause.
 3. He/she is absent for three (3) working days without notifying the Employer and/or without good and sufficient reasons.

ARTICLE X**TRANSFERS AND PROMOTIONAL PROCEDURES**

- (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy or creation, and the employees shall be given five (5) day's time in which to make application to fill the vacancy or new position. The employee making application shall be transferred to fill the vacancy or new position according to his capabilities with due consideration to be given to length of time the employee has been with the employer. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.
- (b) A newly promoted employee shall serve a probationary period of ninety (90) calendar days in the open position. The employee may at any time during the probationary period on the new job within any of the classifications set forth herein return to his/her former position, or in the event the employee's work is not satisfactory to the employer, he shall be returned to his former position.
- (c) Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.
- (d) Temporary transfer shall be for a period of no longer than thirty (30) calendar days of temporary transfer (except extensions by agreement) and shall be considered an open position and be posted.

ARTICLE XI**NEW JOBS**

- (a) The employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the employer shall not be directed toward reducing the rate of the job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the employer shall establish the job description.
- (b) The employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

ARTICLE XII**DISCIPLINE / DISCHARGE**

1. Dismissal, suspension, and/or any other disciplinary action shall be only for just stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union.
2. The following is a general statement of prohibited conduct. It is not all inclusive. The employer reserves the right to take the action it deems appropriate in the circumstances as set forth above, including the termination of services. Examples of prohibited conduct include but shall not be limited to the following:
- (1) Insubordination, refusal to carry out work assignments, inefficiency, or negligence in the performance of duties.
 - (2) Excessive chronic unexcused absenteeism or tardiness.
 - (3) Unauthorized (unapproved) possession or use and/or being under the influence of narcotics, barbiturates, other drugs or alcohol while on duty or on the premises.
 - (4) Dishonesty.
 - (5) Conviction of any felonious criminal offense or moral turpitude.
 - (6) Willful violation of agreed upon rules, policies and/or procedures.
 - (7) Absence for three (3) days without properly notifying the Employer and/or without good and sufficient reasons.
 - (8) Unsatisfactory work performance.
3. The following step procedure shall be used in the cases of discipline of an employee:
- 1st Step - Oral warning in the presence of a Steward.
 - 2nd Step - Written warning.
 - 3rd Step - Written warning.
 - 4th Step - Written warning with one (1) to three (3) days suspension without pay.
 - 5th Step - If the offense merits, the City has the right to terminate the employee without regard to Steps 1 through 4, or the City may impose lesser penalties than discharge. The city shall not consider any offenses committed by the employee prior to twelve (12) months from the date of the present offense.

ARTICLE XIII**GRIEVANCE PROCEDURE****Step One:**

- (a) An employee having a grievance shall present it orally to the Superintendent of Public Works. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement or any unilateral changes in the working conditions. The oral grievance must be presented within thirty (30) working days of its occurrence.
- (b) If the Grievance is not settled orally, the employee, within twenty-four (24) hours, may request the Superintendent of Public Works to call the Steward.

Step Two:

- (a) The Steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired within five (5) working days after the grievance is presented to the Superintendent of Public Works.
- (b) The aggrieved employee and the Superintendent of Public Works shall sign the grievance.
- (c) The grievance shall be submitted to the City Manager within five (5) working days from the date of Step One (a) above.
- (d) The City Manager shall render a written response within fifteen (15) days of receipt of the written grievance.

Step Three:

- (a) If the decision rendered by the City Manager is not satisfactory, an appeal shall be presented to the City Manager within five (5) working days and the City Manager shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the City Manager was not satisfactory.
- (b) The City Manager shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Business Representative of the Union.

Step Four: Mediation

- (a) If the appealing party so desires, they must request the services of State Mediation by no later than ten (10) working days from the receipt of the decision rendered by the City Manager.
- (b) The request shall be in writing to all parties and such request shall state the reason or reasons why the decision of the City Manager was not satisfactory.

Step Five: Arbitration

- (a) If the appealing party is not satisfied with the disposition of the grievance through the services of State Mediation, then within fifteen (15) calendar days from the date of the final State Mediation Meeting, the grievance must be submitted to Arbitration.
- (b) The appealing party shall request the American Arbitration Association to submit a list of persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate the one (1) person until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.
- (c) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
- (d) Each party shall be responsible for the expenses of the witness that they may call.
- (e) The Arbitrator shall not have jurisdiction to subtract from or modifying the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement or substitute his discretion for that of any of the parties hereto.
- (f) The fees and expenses of the arbitrator shall be borne solely by the party in which the arbitrator's decision is rendered against.
- (g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.
- (h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the

Employer, and the Union.

ARTICLE XIV

LEAVE OF ABSENCE

(a) Employer agrees to adhere to the provision of the Family Medical Leave Act. As provided by the 1993 Family and Medical leave Act (FMLA), all eligible employees shall be entitled to take up to 12 weeks of job protected leave during any 12 month period for specified family and medical reasons.

FMLA is a specific benefit created by Federal Legislation. The following provisions shall apply to any employee request made pursuant to the Act. The policies relating to regular leave benefits provided by the City remain in effect except insofar as they are addressed herein to comply with the provisions of the FMLA.

Covered Family and Medical Reasons:

An eligible employee shall be entitled to 12 weeks of leave during a 12 month period for one or more of the following reasons:

1. The birth or placement of a child for adoption or foster care;
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or,
3. To take medical leave when the employee is unable to perform the functions of his/her position because of a serious health condition.

A serious health condition shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

Employees with questions about whether specific illnesses are covered under this policy or under the City's sick leave policy are encouraged to contact the City Manager.

Employee eligibility:

An employee shall be entitled to family leave when he/she meets the following criteria:

1. The employee has worked for a least 12 months for the City. The twelve months need not have been consecutive. (If the employee was on the payroll for part of a week, the City will count the entire week. The City considers 52 weeks to be equal to twelve months.)
2. The employee has to have worked for the employer for at least 1250 hours over the last 12 months to be eligible for the FMLA leave.
3. The Employee must work in an office or work site which employs 50 or more employees, or there must be 50 employees within 75 miles of the office or work site.
4. When both spouses are employed by the City, they are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Calculation of Leave:

Eligible employees can use up to 12 weeks of leave during any 12 month period. The City will use a rolling 12 month period measured backward from the date an employee uses any FMLA leave. Each time

an employee uses leave, the City computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken 5 weeks of leave in the past 12 months, he or she could take an additional 7 weeks under this policy.

Maintenance of Benefits:

Time taken under the Family or Medical Leave Act that is paid through the use of an employee's vacation, sick, personal and compensatory time, and wishes to remain on family or medical leave, it shall be considered unpaid leave. Employees are entitled to maintain health, life and disability insurance coverage while on unpaid FMLA leave on the same basis as if they had continued to work at the city. To maintain uninterrupted coverage, the employee will have to continue to pay their share of insurance premium payments. These payments shall be made either in person or by mail to the Treasurer's Office by the 1st day of each month. If the employee's payment is more than 30 days overdue, their coverage will lapse.

Lapsed coverage will not be restored until the employee returns to work.

If the employee informs the City that he/she does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City, the amount the City contributed toward the employee's health, life and disability insurance, if any, during the leave period. If the employee fails to reimburse the City, the City will recover the payments at the end of the leave period in a manner consistent with the law.

Job Restoration:

An employee who utilizes family or medical leave under this policy will be restored to the same job or a job with equivalent pay, benefits and other employment terms.

The City may choose to exempt certain highly compensated "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. If the city deems it necessary to deny job restoration for a key employee on FMLA leave, the City will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

Use of Paid and Unpaid Leave:

If an employee uses leave because of his/her own serious medical condition or the serious health condition of an immediate family member, the employee will first use all paid vacation, personal or sick leave, and then will be eligible for unpaid leave for the remainder of the twelve weeks of leave.

An employee using leave for the birth of a child will use paid sick leave for any period when physically unable to work and for recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case by case basis. The employee may then use all paid vacation and personal leave, and will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee using leave for the adoption or foster care of a child will use all vacation and personal leave first, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

Intermittent Leave and Reduced Work Schedules:

In certain cases, intermittent use of the twelve weeks of family or medical leave as part of a reduced work week may be allowed by the City. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval of such use from the employee's Department Head and the City Manager.

Employees may also use family or medical leave intermittently or as part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and re-scheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the City's operations. This provision is subject to the approval of the health Care Provider, Department Head, and City Manager.

In some cases, the City may temporarily transfer an employee using intermittent or a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

DESCRIPTION OR PROCEDURES:

Request of leave: All employees requesting leave under this policy must complete the Family/Medical leave form available at City Hall.

When an employee plans to take leave under this policy, the employee must give the City 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruption of the City's operations.

While on leave, employees are required to report periodically to the City regarding the status of the medical condition, and their intent to return to work.

Procedure to Notice and Certification of Serious Health Condition:

The City shall require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. Failure to provide certification will result in denial of FMLA leave.

The employee shall respond to such a request within 10 days of the request, or provide a reasonable explanation for the delay.

Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and performing within the scope of their practice under state law.

When seeking certification of a serious medical condition, an employee shall ensure that the certification contains the following:

1. Date when the condition began; expected duration, diagnosis; and a brief statement of treatment.
2. If employee is seeking medical leave for his/her own medical condition, certification must include a statement that the employee is unable to perform the essential functions of the employee's position. It is the responsibility of the employee to obtain and provide the health care provider with a written job description and /or list of essential functions of their position,
3. For a seriously ill family member, certification must include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
4. If taking intermittent leave or working a reduced schedule, certification must include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The City may ask for a second opinion, The City will pay for the employee to get a certification from the second health care provider, which the City will select. However, the second health care provider may not be employed on a regular basis by the City. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the city will pay for the opinion. the third opinion will be considered final.

An employee who because of illness or accident which is noncompensatable under the Workmen's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and shall continue for the duration of disability, provided he/she promptly notified the Employer with a certificate from a medical or osteopathic doctor of a necessity for such absence and for the continuation of such absence when the same is requested by the Employer and such employee shall have all job status and recall rights.

- (b) The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- (c) Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee makes written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- (d) Any employees in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence for the term of such office and at the end of such term shall be entitled to all job and recall rights.
- (e) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XV

HOURS AND WORK WEEK

Section 1.

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 A.M. Monday and ending 168 hours thereafter.
- (b) The normal work day shall be eight (8) consecutive hours.
- (c) There shall be no change in the work schedule of the employees covered by this Agreement except when mutually agreeable between the parties, the Union and the Management.

Section 2. Rest Periods

All employees covered by this Agreement shall receive one fifteen (15) minute rest period during the first four (4) hours worked and one fifteen (15) minute rest period during the second four hours worked per day, at a place designated by the employer.

Section 3. Saturday Rotation

It will be the intent of the Employer during the life of this Agreement, to schedule Public Works employees for work on Saturday.

Any employee scheduled would only have to work every 3rd or 4th week and would be required to work a Tuesday through Saturday week. The employee would then have a choice of which day he/she would be off during the following week to compensate for his/her Saturday date. He will not receive overtime for Saturday unless he/she would work over the required eight hours. The Employer will schedule rotation

well in advance of when the work will be required. Rotation would be required of all employees, but will be subject to change between the employees when mutually agreed upon by the Employer and employees.

Section 4. Overtime rates will be paid as follows:

- (a) Time and one-half (1 1/2) of base rate for all work over eight (8) hours in one work day. A work day shall be a calendar day beginning at 12:01 A.M. and ending at 11:59 P.M.
- (b) Double time shall be paid for all hours worked on Sunday.
- (c) Comp-time: time off work in lieu of pay; is taken at time and one half (1 1/2) or appropriate O.T. rate, and scheduled with mutual consent of Department Head.

Section 5. Call Back.

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one half (1 1/2) his/her regular rate or a minimum of two (2) hours pay a his/her straight time hourly rate, whichever is the greatest.

Section 6. Distribution of Overtime.

- (a) Overtime shall be divided and rotated as equally as possible according to total time on the job among those employees who regularly perform such work provided they are qualified to perform such work.
- (b) Employees must work overtime when any emergency is declared by the City Manager and/or Superintendent of Public Works. Refusal to work without good and sufficient cause makes the employee subject to disciplinary action or dismissal.

ARTICLE XVI

HOLIDAYS

- (a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the Employee:

New Year's Day	Friday after Thanksgiving Day	Memorial Day
Christmas Day	July Fourth	Day before Christmas Day
Labor Day	Day before New Year's Day	Thanksgiving Day
Employee's Birthday		
- (b) The Employer will pay four (4) hours pay for Good Friday afternoon even though no work is performed by the employee.
- (c) Employees required to work on any of the above named holidays shall receive double time for hours worked.
- (d) If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive (8) hours pay for the holiday.
- (e) When the scheduled holiday falls on a non-scheduled working day, the employee shall receive a day off for such holiday on a date that is mutually agreeable to the employee and the employer or the employee may elect to receive eight (8) hours pay in lieu of a day off for said holiday.

ARTICLE XVII

MEDICAL, DRUG, AND DENTAL COVERAGE

- (a) Medical & Drug Coverage: The Employer shall pay the total cost of Blue Cross-Blue Shield (master medical) Hospitalization Insurance for employees and shall pay the additional cost for those employees who carry such insurance for their dependents for the years in this contract, or any other hospitalization plan having equivalent coverage. The employee may be required to provide proof of dependency for dependents claimed by the Employee.

- (b) **Drug Prescription Coverage:** A Preferred Drug Prescription plan with a five (\$5.00) dollar co-pay shall be maintained.
- (c) **Dental Coverage:** The Employer shall provide a 50/50 dental plan.
- (d) **Ambulance Coverage:** The Employer shall provide ambulance services at no cost to each employee covered by this agreement for as long as the employer remains in the ambulance business.
- (e) **Drug Testing:** The City shall pay the cost of all mandatory drug tests. Any employee testing positive who wishes to be retested may do so. The City will pay for a negative test, while the employee will be responsible for the cost of a positive result.

ARTICLE XVIII

LIFE INSURANCE and RETIREMENT

- (a) **Term Life Insurance:** The Employer shall pay the full cost of premiums for a term life insurance policy equivalent to the employee's base wage rounded up to the nearest thousand for each employee covered by this Agreement.
- (b) **Eligibility:** Coverage and Benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, 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. With reference to the insurance set forth in Sections (a) and (b) above, Employer will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.
- (c) **Retirement:** The employer shall provide a pension plan for employees covered by this agreement. The pension plan shall have two programs provided by the International City Management Associations (ICMA) Retirement Corporation. The employer's contribution of 5% of base wage shall go into the qualified 401 Plan. The voluntary employee contributions will go into the Deferred Compensation 457 Plan.

ARTICLE XIX

LEAVE TIME:

All full-time employees are eligible for benefits under the disability and sickness program of the City of Hudson.

Section 1. Disability Leave

The long-term and short-term disability program provides a wage supplement to an employee for all non-job related injury or sickness. The coverage begins on the first (1) day of an accident, the first day of hospitalization, or the eighth (8) day of non-hospitalized illness. The short-term coverage provides the employee with a wage supplement of sixty (60%) percent of his/her normal base pay for a period beginning on the eighth (8) day to the ninetieth (90) day. The employee is expected to use his leave days to cover the seven (7) day waiting period for non-hospitalized illness. To be eligible for benefits under the program the employee will have to provide a physician's statement of illness as well as any additional certifications required by the insurance company. The employee is allowed to use leave days to cover sick time if he/she so desires. Leave days are paid at the employee's normal rate of pay.

Long-term coverage commences upon termination of short-term coverage and will continue through to the employee becomes age sixty-five (65). The long-term coverage provides the employee with

a wage supplement of sixty (60%) percent of his/her normal base pay up to a maximum monthly benefit of \$3,000.

Section 2. Sick Leave

Upon return to duty, the employee must furnish their Department Head and/or Supervisor information regarding their time off. Sick benefits will not be granted until this information is complete and received by the City Manager.

Sick benefits cannot be granted for loss of time for a pre-employment physical or mental limitations which might result in frequent absence from work and/or disease or accidents that are covered under Workmen's Compensation.

Employees that have been proven to claim sick benefits fraudulently will forfeit any further benefits under this policy and are subject to immediate dismissal

Section 3. Funeral Leave.

All employees who have a death in their immediate family shall be granted (1) day and may be granted up to two (2) additional days off with pay at the applicable rate. One of the days off must be the day of the funeral. Additional time off for traveling to said funeral may be granted upon approval of the City Manager.

No time off or pay shall be granted if the employee does not attend the funeral of the deceased, except for legitimate reasons. Satisfactory evidence of the death and/or attendance at the funeral shall be submitted if requested.

The term immediate family shall be defined as follows: husband, wife, son, daughter, stepson, stepdaughter, legal ward, father, mother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather, grandmother, son-in-law, daughter-in-law, spouses' grandparents, and grandchild. Any and all other relations are excluded.

ARTICLE XX

LEAVE DAYS - VACATIONS

Section I. Full-time employees.

Leave days are earned from the date of their employment. They will begin to earn leave days at the rate of one (1) every sixteen (16) days of work, exclusive of overtime hours and on-call time. Leave days for employees working less than a normal workday will be pro-rated as determined by the City Manager. Leave days may be taken as earned as long as they are approved by the individual Department Head of the Agency.

If it becomes necessary, the City Manager may, by mutual agreement of the employee, elect for the employee to receive leave pay in lieu of taking accumulated leave days. Up to fifteen (15) days of leave time may be carried over into the next calendar year. Unused leave days, at the end of the calendar year over the fifteen (15) day carryover, will be lost. Employees are encouraged to use their leave time. Leave time may be used in lieu of docked pay in order to complete a full pay check. Employees wishing to take more than ten (10) days of leave at one time must obtain approval from their Department Head before leave will be granted.

Employees who have completed their 10th consecutive year of full-time employment will receive one (1) day of leave for every twelve (12) days of work.

NONSUPERVISORY PERSONNEL

0-9 Years: 16 leave days per year

10 or more years: 21 leave days

SUPERVISORY PERSONNEL

0-9 Years: 21 leave days per year

10 or more years: 26 leave days

Leave days shall be taken at the convenience of the Department and must have the approval of the Department Head. If a legal holiday falls within the leave period, an extra day will be given unless otherwise provided for herein with the time to be arranged with the Department Head.

Pay for leave may, upon request of the employee, be made on the previous regular pay day, prior to the commencement of the leave period.

Section 2. Leave Day Priority:

In planning a leave schedule, priority will be given to full-time employees and generally based on a seniority system. Hudson Career Service seniority shall govern on all requests submitted in writing prior to April 30th of the year in which the vacations will be allocated. Any written request, submitted after April 30th will not be granted on a seniority basis but on an individual basis.

All leave requests must be submitted to your Department Head and are subject to the Department Head's approval based on the departmental needs.

Tardiness, absenteeism, overtime, and leave of absence are not included in the computation of leave time.

Section 3. Terminal Leave Pay:

Terminated leave pay for the amount earned up to the date of the employee's termination will be paid to the employee on his/her last pay check. This is providing the employee has given two (2) weeks advance notice of resignation in writing. Otherwise, the employee will receive his/her termination pay on the pay day after his last pay check. An employee may not receive termination pay unless he/she has completed the probationary period and has been assigned a permanent position in the Hudson Career Service Program.

Section 4. Prepaid Leave Days:

Earned leave pay will be included in the pay check received prior to the leave time provided it is requested two (2) weeks in advance.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualification or service, shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. The employee is to relinquish his/her check received for jury service to the Employer in exchange for his/her regular pay check.

ARTICLE XXII**ON-CALL PAY**

Employees on on-call status shall receive \$45 per day for each two day weekend on call during the first year of this contract, thereafter it shall be \$50 per day. The employee on call will be responsible for the whole two day weekend and the total on-call pay will be paid to said employee. If he/she shares the weekend with another employee it will be up to the responsible employee to notify the Department of Public Works Superintendent or, in his/her absence, the City Manager, of the change. If an attempt is made to contact the person on call and there is no answer or response, then the employee on call will not receive the on-call pay for that weekend unless a reasonable explanation is provided. The Employer shall provide an electronic pager or some other comparable device to the employee on call. The two day weekend on-call pay status commences Friday at 4:00 P.M. until Monday, 7:00 A.M. and is restricted to employees in the Pay Scale Two tier. The employee on call shall be available at all times to the Employer and shall report to the Hudson Police Department or other designated authorized personnel after being called on the pager or at another telephone number designated by the employee. The employee on call is responsible on a daily basis, i.e., Saturday and Sunday morning, to check the water tank level, change charts, performing maintenance on all barricades, flares, warning lights, performing community center checks and maintenance, etc. When called to perform services other than as listed above, the employee on call shall be paid at the agreed upon call-in/call-back and regular wage rates existing in the contract.

Two pay scales will be maintained, but only one job description shall exist to describe the duties and responsibilities of DPW employees. All new employees and all employees who are not eligible for on call service will be paid according to pay scale one. All employees eligible for on call will be paid according to pay scale two. An employee may elect to remove themselves from the on-call roster, by so doing their pay will change and be based on pay scale one. At no time shall there be less than three union employees eligible for on-call duty.

ARTICLE XXIII**UNIFORMS**

The City shall provide all members of union with eleven (11) sets of uniforms (pants and shirts), and shall each week launder five (5) sets for each union member. The City agrees solicit union preference, but retains the right to determine the style, construction, fit and launders of said uniforms.

ARTICLE XXIV**WAGE COMPENSATION SCHEDULE**

Given that this contract does not take effect until January 1, 1996, no increases will be calculated or implemented prior to January 1, 1996. All wages paid after Jan. 1, 1996 and before the execution date of this contract will be recalculated at the new rate and all effected employees will receive this additional amount in their regular pay check. In lieu of full retroactively the City agrees to pay the effected employees a one time \$500.00 signing bonus.

Pay Scale One	1994	1995	1996	1997	1998
Start	\$ 10.77	\$ 11.09	\$ 11.43	\$ 11.77	\$ 12.12
1st yr.	\$ 11.06	\$ 11.39	\$ 11.73	\$ 12.09	\$ 12.45
2nd yr.	\$ 11.36	\$ 11.70	\$ 12.05	\$ 12.41	\$ 12.79
3rd yr.	\$ 11.67	\$ 12.02	\$ 12.38	\$ 12.75	\$ 13.13
4th yr.	\$ 11.98	\$ 12.34	\$ 12.71	\$ 13.09	\$ 13.48
Pay Scale Two	1994	1995	1996	1997	1998
Start	\$ 11.06	\$ 11.39	\$ 11.73	\$ 12.09	\$ 12.45
1st yr.	\$ 11.36	\$ 11.70	\$ 12.05	\$ 12.41	\$ 12.79
2nd yr.	\$ 11.67	\$ 12.02	\$ 12.38	\$ 12.75	\$ 13.13
3rd yr.	\$ 11.98	\$ 12.34	\$ 12.71	\$ 13.09	\$ 13.48
4th yr.	\$ 12.34	\$ 12.71	\$ 13.09	\$ 13.48	\$ 13.89

The Acting Superintendent shall be designated in writing by the Superintendent of Public Works or in his absence, the City Manager. This action should be made prior to the need arising. This procedure shall be followed at all times when the Superintendent is to be gone or unavailable for more than one (1) full work day. For periods less than one (1) full work day when the Superintendent is to be gone or unavailable, the senior employee or Public Works Superintendent's designee will automatically be in charge of the DPW operation. For these periods, there will be no extra pay other than the normal overtime pay as specified in the contract.

During the time that the employee is assigned as Acting Superintendent, he shall have the same authority and responsibility as the Superintendent. However, due to his/her membership in the Union and the temporary nature of the Acting Superintendent position, all disciplinary problems will be referred to the City Manager. The Acting Superintendent will be paid at his normal base rate of Pay, plus an additional \$.50 per hour. All overtime required of the Acting Superintendent will be paid at time and one-half (1 1/2) as specified in the contract and will include the \$.50 per hour in the base rate of overtime computation.

On weekends, the Acting Superintendent will be paid for actual hours worked on the weekend (including the additional \$.50 per hour) when the Superintendent is to be unavailable.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1:

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2:

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3:

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or endorsement of any Article or Section should be restrained by such endorsement, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4:

This Agreement includes each and every agreement entered into between the Employer and the Union with respect to those subjects for which the Union is authorized to act as a representative of the Bargaining Unit. Matters not specifically included within this Agreement shall be governed by the provisions of the Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

Section 5:

Nothing herein contained shall be held to restrict or impair the right of the City, as Employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of that work, where such rules and regulations are not inconsistent with the terms of this Agreement. The Union shall be entitled at reasonable times to confer with the appropriate officers of the City with respect to work loads, work assignments and other conditions of employment, not specifically provided for in this Contract and of which the City has retained jurisdiction in this Section.

ARTICLE XXVI**BINDING EFFECTIVE AGREEMENT**

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

ARTICLE XXVII**WAIVER CLAUSE**

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

ARTICLE XXVIII**NO-STRIKE CLAUSE**

- (a) During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any strike, sit-down, stay-in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference with the operation of the City, including a labor dispute between the City and any other labor organization.
- (b) In the event of such prohibited conduct, the Union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease offending conduct. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.
- (c) In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies that it may have, to obtain injunctive relief.

ARTICLE XXIX**TERMINATION AND MODIFICATION**

- (a) If either party desires to terminate this Agreement it shall, ninety (90) days prior to termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, the Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- (b) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment of this contract has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile, Detroit, Michigan, 48219, and if to the Employer addressed to City of Hudson, 121 N. Church St., Hudson, Michigan, 49247, or to any other such address the Union or the Employer may make available to each other.
- (d) This Agreement shall commence on January 1, 1996 and continue in full force and effect until June 30, 1999.

Signature Page

DATE: 6/17/96

Signed: Michael Overton
Michael Overton
Hudson City Manager

DATE: _____

Signed: Chris Sallery
International Union Of
Operating Engineers
Local #547 Representative

Signed: Phil Scoboo

Signed: David S. Hall

Signed: Timothy Jewell

Signed: Ed Belts

Signed: _____

Jennifer L. Trudeau
David Jewell

RECEIVED
AUG 5 - 1996
CITY OF HUDSON

STREET AND SERVICE WORKER

GENERAL STATEMENT OF DUTIES: Under directions, able to operate, perform maintenance and minor repairs of all equipment and machinery of DPW. Locate and turn on and off service line curb valves and main line water valves; locate and sell cemetery lots, supervise opening and closing of graves; perform necessary repair and maintenance of City streets, sidewalks, sewers, and water mains and perform related work as required.

SUPERVISION RECEIVED: Work is performed under the direction of the DPW Superintendent.

TYPICAL EXAMPLE OF WORK: An employee in this class may be called upon to do any and all of the following: (these examples do not include all the tasks which the employee may be expected to perform).

A. City Facilities Maintenance:

1. Employee will perform street maintenance and repairs to keep the street in the best possible condition.
 - a. Street sweeping will be performed occasionally, either manually or using the mechanical sweeper, to clear street gutters of all obstructions to insure free passage of storm waters and a neat appearance of City streets.
 - b. Employee will perform painting of pavement and curb markings.
 1. Painting will conform to the regulation and specifications of the MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
 - c. Employee may be called upon to effect temporary repairs to city streets by applying a premixed hot or cold applied patching compound to any pot-holes, cracks, and depressions.
 1. All holes, cracks, etc. are to be filled to road grade and repairs effected in such a manner as to insure a safe and passable street.
 - d. Employee will perform plowing of streets for snow and ice removal and the spreading of salt or a salt and sand mixture for melting.
 1. Streets will be plowed and serviced in the priority specified by the DPW Superintendent.
 2. All streets will be plowed down to the paving surface wherever possible.
 3. Salt or a salt and sand mixture will be spread at a rate determined necessary by the DPW Superintendent to achieve optimum melting of snow and ice and traction on slippery surfaces.
2. Employee may be required to repair or replace sidewalks and curbs.
 - a. Employee will mix concrete to the required strength and consistency.
 - b. All walks and curbs will be constructed true to line and grade.
 - c. Before leaving area, employee will make sure that a proper finishing of screening, trowling, edging, brooming and curing is performed and that all lights and barricades necessary for public safety are installed.
3. Employee will perform maintenance and repair of storm and sanitary
 - a. Employee will perform rodding, jetting, and/or bucketing of sewer lines as necessary to clear the line.

1. Before leaving area, employee will make sure that manholes are secured and all equipment has been removed from sewer.
- b. Assist in laying and repair of storm and sanitary sewer lines as instructed.
- c. Clean catch basins of all obstruction to assure free passage of storm waters.

4. Employee will perform repair and maintenance of water mains.

- a. Perform flushing of hydrants.
 1. Hydrants are to be flushed for the length of time necessary to clear the line.
 2. Employee will use hoses and/or other devices to prevent water from washing out the ground.
 3. Before leaving the area, the employee will notify Superintendent if hydrants need to be blown out to prevent freezing.
 - a. In winter months, employees will notify Superintendent if hydrants need to be blown out to prevent freezing.
 - b. Assist in the repair or replacement of water mains, valves, and hydrants as instructed.

5. Employee will perform maintenance and custodial duties of the DPW buildings to assure good repair and neat appearance of said buildings.

- a. Ability to change charts at water works, make minor inspections of pumps and other operating equipment inside and outside buildings.

6. Employee will perform maintenance of grounds of City parks, buildings, properties.

- a. Employee will perform mowing, weed control tree and hedge trimming of grounds of City parks, buildings, and properties to assure a neat appearance.
- b. Employee will perform repair and maintenance of recreational equipment and facilities to keep it in a good, safe, operational condition.

B. Refuse Collection:

1. Employee will assist in picking up large items of refuse (i.e. refrigerators, water hears, etc.) when necessary.
2. Employee will assist in picking up brush from tree trimming, fallen limbs, etc. as necessary.

C. Water Meter Readings:

1. Employee will read water meters and accurately record the reading.
2. Employee will be able to repair and stop water leaks around water meters.
3. Employee will make decisions as to what is City's responsibility and what is the property owner's responsibility.

D. Perform Cemetery Maintenance:

1. Employee will perform mowing, weed control, trimming of hedges and trees, and raking of leaves to assure a neat appearance of cemetery ground.
2. Employee must be able to locate and sell cemetery lots and after any sale, must inform the DPW Superintendent and City Clerk of number and location of lots for recording.
3. Employee will supervise and assist opening and closing of graves such that it will be timely and no delay or embarrassment be caused to the family or the City.
4. Employee will supervise and assist in laying of foundations for headstones and the repair of headstones.

E. Assist at WWTP:

1. Employee may be assigned to WWTP to:

- a. Remove sludge from drying beds.
- b. Assist in removing pumps or other equipment for repair.
 1. Employee will perform tasks of WWTP per instructions of WWTP Superintendent

F. Equipment Maintenance Repair:

1. Employee will perform minor repairs to city equipment requiring less expertise, such as tightening nuts and bolts, changing oil, tire repair, sharpening blades, washing of the equipment, changing hydraulic lines, and other similar repair.
 - a. All such repairs and maintenance to City equipment will be performed as necessary to keep it in good operating condition.

G. Operate Equipment:

1. Employee is required to operate all the equipment of the DPW to include but not limited to the operation of dump trucks, pick-up trucks, sewer V, backhoe, bobcat, pumps, tar buggy, air hammer, and other power driven equipment.
 - a. Report any equipment or vehicle break down or malfunction to the DPW Superintendent.

H. Perform Related Work as Required:

1. Employee will perform any general labor, such as lifting, digging, trimming brush, shoveling snow, etc., assigned by the DPW Superintendent or City Manager.
2. Place barricade and flares as needed.
3. Employee may be called upon to erect street signs, flags, banners, and Holiday decorations, etc.
4. Be able to make independent judgment and decisions under the general direction of the Superintendent of the DPW on all jobs assigned to them during the regular work day week, plus perform emergency services and on-call time as scheduled by the DPW on all jobs assigned to them during the regular work day week, plus perform emergency services and on-call time as scheduled by the DPW Superintendent.

I. Follow Safety Procedures:

1. On a periodic basis, employee will be given a presentation about employee safety program.
 - a. Employee will attend all safety meetings when possible and follow all safety procedures set up by the DPW Superintendent and the City of Hudson.
 - b. Employee will make known any suggestions to improve safety procedures to DPW Superintendent.

J. Storing and Dispensing of Materials and Supplies:

1. All supplies and material will be stored in it's proper place.

DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

1. Ability to understand and follow oral and written instructions.
2. Ability to perform heavy manual labor for extended period in all types of weather and under various working conditions.
3. Physically active and strong.
4. Ability to effectively work with other employees.

An employee in this class, upon appointment, should have reasonable, recent experience in heavy labor, mechanical, and basic knowledge of such building trades as concrete masonry, carpentry, plumbing and electronics.