

9105

6/30/95

AGREEMENT

BETWEEN

CITY OF MANISTEE

AND

PUBLIC WORKS

UNITED STEELWORKERS OF AMERICA

AFL-CIO-CLC

Manistee, City of

Effective: July 1, 1992 - June 30, 1995

CONTRACT:TXTUSWA:cf:6/25/92

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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A G R E E M E N T

THIS AGREEMENT made and entered into as of July 1, 1992, by and between the CITY OF MANISTEE, MICHIGAN, hereinafter called the "City" or "Employer", and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter referred to as the "Union".

WITNESSETH

That in consideration of the mutual and reciprocal promises of the parties hereto, herein contained, the parties hereto covenant and agree as follows:

PURPOSE AND INTENT

Section 1.0. Purpose and Intent. 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 set forth herein the basic Agreement covering the rates of pay, hours or work, and conditions of employment to be observed by the parties hereto. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by the means of collective bargaining and the following provisions will be binding upon the Employer and the Union during the term of this Agreement and any renewal thereof.

RECOGNITION

Section 2.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below:

All full-time employees of the City of Manistee employed in the Street, Water, Parks, and Sewer Departments and employees employed as Bridge Tenders, and Janitors, BUT EXCLUDING clerical employees, supervisors, temporary employees, and all other employees.

REPRESENTATION

Section 3.0. Collective Bargaining Committee. The City agrees to recognize a Collective Bargaining Committee consisting of three (3) employees, inclusive of the President and the Steward. It shall be the function of the Committee to meet with representatives of the City for the purpose of contract negotiations.

Section 3.1. Stewards. The Employer agrees to recognize one (1) Steward selected or elected by the Union. It is agreed that the Steward's sole function is grievance administration at the appropriate Step of the Grievance Procedure established in this Agreement. An alternate steward or officer may be appointed by the Union to serve temporarily in place of the regular Steward in his absence.

Section 3.2. Notification. The Union shall notify the Employer in writing of the names of the Committee members and the names of the Steward and alternate steward in advance of the Employer's recognition.

UNION SECURITY

Section 4.0. 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 on or discriminate against an employee as regards to such matters. 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 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.

Section 4.1. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 2.0 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence on the first of the month following completion of the employee's first 30 days of employment with the City. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union through its International Treasurer, shall advise the City in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of

the service fee in accordance with the checkoff provisions of Section 4.3. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 4.2. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 4.1 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the City of the Union's intent to require enforcement of Section 4.1. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The City shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the City. An employee who has not paid, tendered payment of made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of notification from the City shall be terminated; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in a legal forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination.

Section 4.3. Checkoff.

(a) During the term of this Agreement, the City agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the City a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the City shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) The City shall forward to the Union's International Treasurer 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.

(d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(e) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(f) 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. The City will continue to deduct dues and initiation fees at the rate in effect on July 1, 1980 until officially notified of a change by the International Treasurer.

(g) The City's sole obligation under this Section is limited to the deduction of service fees and, where applicable Union membership dues and initiation fees. If the City fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability.

Section 4.4. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of action taken by the City pursuant to Section 4.1., 4.2., and/or 4.3.

RESERVATION OF RIGHTS

Section 5.0. Rights of the 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, are 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 locations; to establish classifications of work (subject to negotiation of wage rate for the classification) and to determine the number of personnel required; to direct and to control operations; to discontinue, combine, or reorganize any part of all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and in all respects to carry out the ordinary and customary functions of management.

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 reasonable penalties of violations of work rules; to make judgements as to ability and skill, provided, however, that these rights shall not be exercised in violation of any specific provision of this 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.

GRIEVANCE PROCEDURE

Section 6.0. Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

Section 6.1. Grievance Procedure. All grievances shall be processed in the following manner:

(a) Step 1. An employee with a complaint shall notify his immediate supervisor within two (2) days after the employee knows or should have known of the events giving rise to the grievance. The complaint shall be discussed informally between the employee and his immediate supervisor. If requested, the Steward may be present. Every effort shall be made to satisfactorily resolve the grievance in this manner.

(b) Step 2. If the complaint is not satisfactorily settled in Step 1, it shall be reduced to a written grievance, signed by the employee involved and the Steward, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated. The written grievance shall be submitted to the employee's immediate supervisor within two (2) days after the Employer's answer in Step 1. Within five (5) days after the written grievance has been so submitted, a meeting shall be held between the employee, the steward, and the employee's immediate supervisor. The employee's immediate supervisor shall give his answer in writing to the employee or steward within three (3) days following the meeting.

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the City Manager within four (4) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the City Manager and the Bargaining Committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The City Manager shall respond in writing within ten

(10) days after the meeting. Either party may have non-employee representatives present, including representatives of the International Union.

Section 6.2. Time Limitations. 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 in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall advance to the next Step. The time limits established in the Grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of extension is specified.

Section 6.3. Time Computation. Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6.4. Lost Time. The Employer agrees to pay the Steward and Bargaining Committee for time spent while acting in a representative capacity during the processing of grievances but only for the straight time hours he would have worked on his regular work schedule provided he first obtains authorization from his immediate supervisor. The City reserves the right to revoke this benefit if the Steward abuses this privilege. The Employer agrees to pay at the employee's straight time rate for all reasonable time lost by an employee-grievant during his regularly scheduled working hours while present at Step 1 and 2 of the Grievance Procedure, provided, however, the City reserves the right to revoke this benefit if the privilege is being abused.

Section 6.5. Grievance Form. All written grievances must be presented on a grievance form which is mutually agreed upon.

ARBITRATION

Section 7.0 Arbitration Request. The International Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within ten (10) days following receipt of the Employer's answer in Step 3 of the Grievance Procedure. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 7.1. Selection of Arbitrator. Any grievance which is arbitrable may be submitted to one (1) 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 expenses of the arbitrator shall be shared equally between the City and the Union.

Section 7.2. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this 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 employees involved, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. No award shall be retroactive prior to the time it was first submitted.

Section 7.3. Arbitration Attendance. Each party shall bear the full cost of the expenses of their own witnesses and representatives, including pay for all time lost during an employee's regularly scheduled shift. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the arbitration hearing after his testimony is completed.

STRIKES AND ILLEGAL ACTIVITIES

Section 8.0. No Strike Pledge. The parties to this Agreement mutually recognize that the service performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment while this Agreement is in force. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere with the services of the City, as long as this Agreement is in force. This clause shall not preclude appeal to the public in other legitimate ways which are not inconsistent with this Section.

Section 8.1. No Lockout. The Employer agrees that it will not, during the term of this Agreement, lock out its employees.

Section 8.2. Penalty. Any employee who engages in any activity prohibited by Section 8.0 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did in fact engage in any prohibited activity specified in Section 8.0.

SENIORITY

Section 9.0. Definition of Seniority. Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 9.1. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, after which their seniority shall be as of their last date of hire. Until an employee has completed his probationary period, he may be laid off or terminated by the Employer at any time without regard and without recourse to this Agreement.

Section 9.2. Seniority List. The City will furnish the Union, semi-annually, with an up-to-date seniority list of all employees in the bargaining unit. The seniority lists will be for the period of January 1 to June 30 and July 1 to December 31.

Section 9.3. Loss of Seniority. An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

(a) He quits or is discharged and the discharge is not reversed;

(b) He retires;

(c) He is absent from work for three (3) consecutive working days without calling in, unless a satisfactory reason for such absence is given;

(d) He fails to return to work at the specified time upon expiration of a leave of absence, vacation, or recall from layoff, unless otherwise excused;

(e) He is on layoff for a period of time equal to his seniority if he has less than six (6) months of service. He is on layoff for twelve (12) months if he has more than six (6) months of service;

(f) He fails to return to work on the required date following recall to work from layoff in accordance with procedures established in this Agreement;

(g) He makes an intentional false statement on his employment application or on an application for a leave of absence;

(h) He is on a disability leave for a period of twelve (12) consecutive months or on a workers' compensation leave for a period of twenty-four (24) consecutive months;

- (i) He is convicted of a felony.

Section 9.4. Job Advancement.

(a) All permanent new jobs or vacancies within the bargaining unit shall be posted for three (3) days on the bulletin board. The posting shall indicate the classification of work, minimum qualifications, job requirements, and contractual rate of pay. Interested employees may sign the posting. The applicant who meets the minimum qualifications for the job and who has the greatest seniority shall be given the job within ten (10) days after the notice is removed. All employees advanced under this procedure shall be on probation for a period of ninety (90) working days. During this probationary period, the employee may be returned to his former classification or the employee may, on his own volition, request to be relieved of his new classification and be returned to his former classification. Any employee who requests to be returned to his former classification shall be ineligible for promotion or transfer under this Section for a period of one (1) year. Temporary jobs and vacancies occasioned by leaves of absence or vacations need not be posted for bid under this Section. The City reserves the right to fill vacancies from outside sources if there are not qualified applicants. The City, in its sole discretion, shall determine whether a vacancy occurs.

(b) New employees hired on or after July 1, 1989 to the positions of bridge tender or janitor shall not be permitted to bid for job advancement as noted in paragraph (a) above. Nothing shall prohibit these employees from making application for such a position if a vacancy exists with said application being considered by the City along with other applications which may be received for that position.

Section 9.5. Temporary Assignments. The City reserves the right to make, but shall not be obligated to make, temporary transfers or assignments of employees from their regular job to another job. If such temporary assignment exceeds eight (8) hours, the employee shall receive the rate of the job assigned or his regular rate, whichever is higher.

Section 9.6. Layoff. All reductions in work force shall be accomplished in the following manner:

(a) The first (1st) employee to be laid off shall be the employee with the least seniority in the classification and department affected, provided, however, that the remaining senior employees have the necessary training, experience, and ability to perform the required work. Further layoffs from the affected classification and department shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the necessary license(s) training, experience, and ability to perform the required work.

(b) Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be allowed to bump a less senior employee, provided, however, he has the necessary license(s) training, experience, and ability to perform the required work. Any request to bump must be made within three (3) days of the notice of layoff.

(c) Employees who exercise their bumping rights in lieu of layoff shall be paid the rate of the job to which he bumps.

(d) If there is a question as to an employee's qualifications, he shall have up to fifteen (15) days in the classification to qualify. Any senior employee bumping a mechanic must demonstrate previous experience, either in the employ of the City or otherwise, which would enable him to qualify in the allotted time period.

Section 9.7. Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled in the reverse order of layoff, provided the employee has not lost his seniority.

Section 9.8. Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within five (5) days of the date the notice was sent shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

Section 9.9. Seniority and Benefit Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided for in one of the Leaves of Absence Sections of this Agreement.

Section 9.10. Continuation of Benefits. Benefits predicated on length of service such as vacation, paid sick leave, and longevity, shall not continue to accrue beyond the month an employee is laid off or is granted a leave of absence other than sick leave or Workers' Compensation leave. If an employee is granted a sick leave of absence, other than a Workers' Compensation leave, benefits predicated on length of service shall continue to accrue for a period of ninety (90) days from the date such sick leave of absence commenced. If an employee is on Workers' Compensation leave, benefits predicated on length of service shall continue to accrue for a period of twelve (12) months from the date such leave of absence commenced. There shall be no liability whatsoever on the part of the City for any insurance premium payment for an employee who is laid off or on a leave of absence, other than sick leave or Workers' Compensation leave, beyond the month such layoff or leave of absence commenced. If an employee is granted a sick leave of absence, other than a Workers' Compensation leave, the City agrees to continue the applicable premium contribution for hospitalization and dental insurance for a period of no more than ninety (90)

days from the date such sick leave of absence commenced. If an employee is on a Workers' Compensation leave, the City agrees to continue the applicable insurance premium contribution for hospitalization and dental insurance for a period of no more than twelve (12) months from the date such leave of absence commenced.

LEAVES OF ABSENCE

Section 10.0. Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Each full-time employee shall earn one-half (1/2) day of sick leave credit for each month of service. Probationary employees accumulate sick leave credits; however, no paid sick leave may be taken or used until after one (1) year. Six (6) days shall be credited for this one (1) year's service at the start of the second year.

(b) The accumulation of sick leave credits is subject to subsections (g) and (h) below.

(c) Each day of sick leave credit shall equal eight (8) hours' pay at the employee's regular rate of pay when he takes his sick leave.

(d) Employees shall furnish satisfactory evidence of illness where illness shall exceed three (3) working days.

(e) Each employee shall be notified on January 1 of each year the number of sick leave days credited to him.

(f) Upon retirement of an employee under the City's retirement system or upon death, the employee or his estate or beneficiary shall be paid for 100% of the employee's accumulated sick leave days; to a maximum sick leave payout of 40 days (320 hours) at the employee's then current regular straight time rate exclusive of all premiums.

(g) On December 1 of each year, each employee may cash in all or any part of his accumulated sick leave days in excess of six at this regular straight time rate, exclusive of all premiums at that time. Any days not cashed in shall remain in the employee's sick leave account.

(h) Upon application to the City, an employee may utilize his accumulated sick leave to supplement Sickness and Accident Insurance benefits to provide ninety-five percent (95%) of his net pay. For purposes of this supplement, net pay shall be defined as forty (40) times the employee's straight time regular rate, exclusive of all premiums, less state and federal income tax withholdings, FICA, retirement contribution and union dues.

Section 10.1. Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard, or Reserve shall receive a military leave of absence without pay for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure. (Employees in Reserve status do not have to comply with the two (2) week notice in cases of emergency call-up.)

Section 10.2. Jury Duty. Employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as a juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate, exclusive of all premiums, for eight (8) hours and the amount he receives from the Court. In order to receive jury duty pay, the employee must: 1.) give the Employer advance notice of the time he is to report for jury duty; 2.) give satisfactory evidence that he served as a juror at the summons of the Court on the day that he claims such pay; and 3.) return to work promptly if, after he is summoned by the Court, he is excused from service.

Section 10.3. Funeral Leave. An employee shall be allowed three (3) days for time off in the regular workweek in case of the death of his father, mother, stepparent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, son-in-law, and daughter-in-law, provided, however, no day or days with pay shall be allowed unless the employee attends the funeral.

Section 10.4. Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the City's right to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the performance of work due to illness, injury or other disability. A disability leave shall be with pay until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at its cost, and, if appropriate,

require the employee to take a leave of absence under this Section. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the City's satisfaction that the employee is medically able to perform the employee's job.

Section 10.5. Workers' Compensation Leave. An unpaid Workers' Compensation leave of absence will be granted to employees who are unable to continue to work at the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving voluntary workers' compensation payments from the City, subject to the City's right to require medical proof. This Workers' Compensation leave will continue for the period of the employee's disability; provided, however, that an employee may not be on Workers' Compensation leave for a period of more than twenty-four (24) consecutive months. The City may require at any time, as a condition of continuance of a Workers' compensation leave of absence, proof of a continuing inability to perform work with the City. In the event that the City determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. All employees returning to work from a Workers' Compensation leave of absence must establish to the City's satisfaction that the employee is able to perform the employee's job.

Section 10.6. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the City reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skills and ability to perform the work in an effective and efficient manner.

HOLIDAYS

Section 11.0. Holidays. All full-time employees who have completed their probationary periods shall receive eight (8) hours' pay at their regular straight time rate, exclusive of premiums, for each of the following recognized holidays:

News Year's Day
Spring Day (celebrated on
Friday before Easter
Memorial Day
Independence Day
Labor Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
Employee's Birthday

Section 11.1. Holiday Observance. In the event a holiday falls on a Saturday, Friday shall be recognized as the holiday. In the event a holiday falls on a Sunday, Monday shall be recognized as a holiday.

Section 11.2. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

(a) The employee must work his hours on the City's last regularly scheduled day before and the first regularly scheduled day after the holiday;

(b) An employee who agrees to work on a holiday, but fails to report for work 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;

(d) The employee must not be on a layoff which began more than fifteen (15) calendar days prior to the holiday;

(e) The employee must not be suspended for disciplinary reasons and such suspension is not reversed;

(f) If an employee is receiving sickness and accident insurance benefits, the employee will receive holiday pay for any holiday recognized by this Agreement which occurs within the first thirty (30) days of the sick leave of absence in an amount equal to the difference between the employee's regular daily pay and one (1) day's sickness and accident benefit.

Section 11.3. Holiday Work. Employees who work on a holiday shall receive one and one-half (1-1/2) times their straight time regular rate of pay for all hours actually worked, plus holiday pay if applicable.

VACATIONS

Section 12.0. Vacation Benefit. Employees shall receive vacations as follows:

Service

Vacation

One (1) Year	One (1) Week
Three (3) Years	Two (2) Weeks
Seven (7) Years	Three (3) Weeks
Fifteen (15) Years	Four (4) Weeks
Twenty-Three (23) Years	Five (5) Weeks

An employee shall be eligible for his increased vacation benefit on his anniversary date for each year that he receives an increase in vacation benefits. Vacation leave is credited to the use of eligible employees as of January 1 of each year, based upon their length of continuous service as of January 1. In order to be eligible for full vacation leave, an employee must have worked a total of 1900 hours during the preceding twelve (12) months. Employees who fail to work the required number of hours shall be entitled to a pro-rated vacation based upon the ratio of hours worked to 1900. Paid holidays, vacation, and up to 45 work days on workers' compensation leave shall be considered hours worked for purpose of the 1900 hours worked requirement of this Section.

Section 12.1. Vacation Scheduling. Employees may schedule time off for their vacations during the twelve (12) months following January 1 of each year, provided that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the City and the City's obligations to the public generally. Vacations may be taken one (1) day at a time. Vacation leaves shall not be granted unless the employee requests vacation at least three (3) days in advance of such vacation with exception that in cases of emergency situations vacations may be taken with the approval of the City Manager. Employees employed as Bridge Tenders shall be allowed to take five (5) consecutive days' vacation during the shipping season.

Section 12.2. Vacation Payment. Employees shall receive their vacation pay on the last pay day prior to such vacation if such vacation is to be taken on a weekly basis, provided, however, the employee must notify the City at least ten (10) days prior to such pay day. Employees who may be called to work during their vacation leave shall receive vacation pay plus straight time for pay for all hours worked.

Section 12.3. Benefit on Death. In the case of the death of an employee, his estate or beneficiary shall receive pay for all earned but unused vacation days.

Section 12.4. Vacation Verification. Vacations applied for more than thirty (30) days in advance will be verified or denied within seven (7) working days of the date of the request.

HOURS OF WORK

Section 13.0. Work Schedule. The regular work week for employees shall consist of 8 hours per day, Monday through

Friday. The normal work day shall be from 7:00 a.m. to 3:30 p.m. If weekend work is required for water and wastewater treatment plant employees, such work may be rotated among such employees performing all functions of the job. The City reserves the right to change the normal work day to meet operational needs, provided, however, that the City will give at least five working days advance notice of a change in the normal work day.

Section 13.1. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must be authorized by the employee's immediate supervisor.

Section 13.2. Overtime Premium Pay. Time and one-half (1 1/2) the employee's regular rate or the rate of the job assigned, whichever is higher, shall be paid for all work employees do in excess of forty (40) hours in any regularly scheduled workweek, and for all hours in excess of eight (8) hours in any twenty-four (24) hour period.

Section 13.3. Breakfast. Employees who are called in to work two (2) hours or more before their regularly scheduled shift shall be entitled to twenty (20) minutes' paid time for breakfast at a restaurant in their immediate work area. The employees must first obtain permission from their immediate supervisor who will determine the number who may be released at any one time.

Section 13.4. Meal Allowance. An employee shall be allowed a meal allowance of three dollars (\$3.00) if he works a minimum of four (4) hours past his regularly schedule shift.

Section 13.5. Call-In Time. An employee shall receive not less than four (4) hours' straight pay when called in on an emergency or time and one-half (1-1/2) for the time worked, whichever is greater. However, an employee called or scheduled to work twenty-four (24) hours in advance or during his regular workday or when the job shall not be considered as having been called in on an emergency, and he shall be paid only for the time worked as provided herein. The provisions of this Section shall not apply to extension of shift situations.

Section 13.6. Standby Pay. An employee scheduled for standby shall receive his applicable rate of pay for all hours actually worked during his standby duty period or two (2) hours' pay at his regular straight time hourly rate for each full calendar day of standby pay, whichever is greater. An employee on standby duty shall not be eligible for call-in pay. An employee scheduled for standby duty shall not be called in to perform routine work except in conjunction with an emergency as determined by the City.

Section 13.7. Sixth and Seventh Day Work. After an employee has credited to him thirty-five (35) straight time hours in the first (1st) five (5) days of his regular workweek, he shall receive time and one-half (1-1/2) his straight time rate for all hours performed on Saturday, or the sixth (6th) day of his

workweek, and two (2) times his straight time rate of pay for all work performed on Sunday, or the seventh (7th) day of his workweek. For purposes of this Section, nonworked paid holidays, paid leaves of absence, other than paid sick leave, vacation, and time lost due to an on-the-job injury shall count as credited straight time hours.

Section 13.8. Pyramiding. There shall be no pyramiding of premium pay which includes overtime, call-back pay, 6th day work pay, 7th day work pay, and standby pay.

Section 13.9. Rest Periods. All employees shall receive two (2) fifteen (15) minute rest periods each day to be taken in their immediate work areas. Employees may not leave the job site or enter any restaurant during the rest period. Absent extenuating circumstances, the rest periods shall be taken at 9:00 a.m. and 2:00 p.m.

Section 13.10. Overtime Equalization. Overtime shall be divided equally as possible within the classification and department.

WAGES AND CLASSIFICATIONS

Section 14.0. Classifications and Wages. Listed in Appendix "A" and incorporated herein are the regular rates of pay for employees covered by this Agreement. The Bargaining Committee members are to be given a list of all employees' rates and classifications and any future changes relating thereto.

INSURANCE

Section 15.0. Hospitalization Insurance. The City will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B through Blue Cross/Blue Shield. The specific terms and conditions governing the group insurance program are that set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the monthly premium, if any.

Section 15.1. Term Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of Ten Thousand Dollars (\$10,000) for each full-time employee.

Section 15.2. Sickness and Accident Insurance. Effective as soon as possible following ratification of this Agreement, the City shall pay the required premiums for each full-time employee for sickness and accident insurance which will pay Two Hundred Dollars (\$200.00) per week for twenty-six (26) weeks beginning on the first (1st) day of accident and the eighth (8th) day of illness. Except as provided in Section 10.0(h), no employee shall duplicate or pyramid sick leave and sickness and accident benefits.

Section 15.3. Dental Insurance. The City will make available a group insurance program covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix C through Blue Cross/Blue Shield. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium, if any.

Section 15.4. Insurance Carrier. The City reserves the right to select or change all insurance carriers, provided the level of benefits is equivalent or better.

Section 15.5. Retirees Insurance. The City shall pay one-half (1/2) the required premiums for each retiree under the City's Blue Cross/Blue Shield program, including dependent coverage, after he has attained the age of sixty-two (62) until he attains the age of sixty-five (65) or is eligible for Medicare, whichever comes first.

Section 15.6. Payment of Employee Hospitalization and Dental Insurance Premiums. The City agrees to pay up to the following amounts for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plans:

Single Employee	\$ 109.20
Two Person	\$ 238.74
Family	\$ 259.18

Any premium increase over and above these amounts shall be shared on a 50/50 basis by the City and the employee. The City's liability under this section shall be limited to these payments. See attached Letter of Understanding.

LONGEVITY

Section 16.0. Longevity Benefit. Longevity benefits shall be determined on December 1 of each year. All full time employees employed on the December 1 determination date shall receive longevity payment at the rate of \$25.00 for each full year of service to a maximum of \$625.

Section 16.1. Longevity Payments. Longevity benefits shall be paid to eligible employees within the first two (2) weeks of December.

MISCELLANEOUS

Section 17.0. Bulletin Boards. The City shall provide a bulletin board where any individual or group of employees may post notices, providing they are not commercial notices, personal, or defamatory in nature.

Section 17.1. Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

Section 17.2. Cleaning Responsibility. The City agrees to keep garage and eating areas clean. However, the responsibility is that of the employees working at the garage to keep the facility clean.

Section 17.3. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations governing the conduct of its employees not inconsistent with the express terms of this Agreement. The Union reserves the right to grieve the reasonableness of any rule or regulation at the time such rule or regulation is enforced.

Section 17.4. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular, the plural, unless the context clearly requires otherwise.

Section 17.5. Identification Cards. All Water Department employees shall be furnished identification cards. The City may furnish identifications cards to other employees.

Section 17.6. Immunization Shots. Immunization shots required for Sewage Department employees will be paid by the City. Should the City require other employees to receive immunization shots, the City shall pay for such shots.

Section 17.7. Lockers. All full-time employees will be furnished lockers.

Section 17.8. 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 17.9. Pay Period. The pay period shall be on a weekly basis and all bargaining unit employees shall be paid at an hourly rate.

Section 17.10. Residency. All employees are required as a condition of continued employment to maintain a bona fide residence and their primary domicile within the City of Manistee. New employees are required to comply with this residence requirement prior to the completion of their probationary period. Non-probationary employees who presently maintain a bona fide residence and their primary domicile in the Townships of Filer, Stronach, Manistee, or Brown are required to establish and maintain a bona fide residence and their primary domicile within the City of Manistee in the event they should move from their present residence, but are not otherwise required to move into the City of Manistee.

Section 17.11. Rights. This Agreement shall in no way be construed to abrogate or cut down any privileges or rights existing prior to this Agreement.

Section 17.12. Severability. If any Section of this Agreement or any riders hereto should be held invalid by operation of law, or if compliance with or enforcement of any Section should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or any riders hereto, or the application of such Section to persons or circumstances other than those which have been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

Section 17.13. Subcontracting. The City reserves the right to subcontract, provided 1.) no bargaining unit employees are available or able to perform such work; 2.) the City does not have the necessary equipment to perform such work; or 3.) such work can be performed more expeditiously or economically by the subcontractor.

Section 17.14. Safety and Health.

(a) A safety committee shall be established, consisting of two (2) members (one (1) of whom shall be the Local Union President) from the Union and two (2) members from the City. The Committee shall be charged with studying general working conditions, procedures, and habits concerning safety conditions.

(b) The City and the Union will cooperate in the continuing objective to eliminate accidents and health hazards, and the City shall also continue to make reasonable provisions for the safety and health of its employees during the normal hours of their employment.

(c) The City reserves the right to establish reasonable safety rules and regulations. Violation of established safety rules and regulations shall be grounds for disciplinary action.

(d) No employee shall be required to operate any equipment which has already been written up as being not in safe operating condition before such equipment is checked and released by the safety committee or garage. Any employee who knowingly files a false report of equipment defects will be subject to disciplinary action.

Section 17.15. Driver's Licenses. All employees employed in positions which require the operation of a motor vehicle shall, as a condition of employment, maintain a Class II drivers license and an insurable driving record. Any additional cost incurred by an employee to purchase the Class II license, over the cost of a regular operator's license, will be reimbursed to the employee by the City.

In the event that an employee loses his driving privileges as a result of state or judicial action, said employee will be granted a thirty day exception from this condition of this employment in which he may re-obtain the required driving license. During said thirty day exception the City shall accommodate the employee by assigning work which does not require the employee to operate a motor vehicle. In the event that an employee cannot re-obtain the required drivers license within said thirty day period, the employee may request and the employer shall grant an unpaid leave of absence not to exceed twelve months from the original loss of driving privileges. In the event an employee is not able to meet this condition of employment at the conclusion of said twelve month leave of absence, the employee's seniority shall terminate.

Each employee is required to maintain an insurable driving record. If the City's then current insurance carrier indicates that insurance coverage will not be extended to an employee by virtue of his driving record, and said lack of insurability extends beyond the thirty day exception period noted above, the employee may request and the employer shall grant a twelve month leave of absence. In the alternate, the employee may obtain and pay for, at his expense, alternate insurance coverage which specifically names the City as an insured party, said coverage

and company being acceptable to the City. In the event that lack of an insurable driving record persists beyond the twelve month period noted, the employee's seniority shall terminate.

Section 17.16. Employee Training. When employees need training on equipment, it will be provided. The provisions of Section 9.5 shall not apply when an employee is receiving training. Once an employee has received the equivalent of forty (40) hours of training by the immediate supervisor or an operator designated by the immediate supervisor and he has been certified as qualified on the equipment, further assignments to the job shall be covered by Section 9.5. If an employee is not qualified after the equivalent of forty (40) hours' training, he shall not be eligible for additional training for a period of one (1) year.

Section 17.17. Retirement System. The pension provisions of the retirement system as delineated in a City Ordinance which is in effect on April 21, 1989 shall not be modified or abridged during the term of this agreement.

In lieu of membership in the pension fund as defined by the pension ordinance, an employee may elect to participate in the savings plan as established by ordinance adopted by the City Council on February 7, 1989. An employee may elect membership in either program but not both programs.

Section 17.18. Early Retirement. Any employee who elects to retire before June 30, 1993 shall receive a lump sum cash payment on their retirement in the amount of \$7,800. This amount shall be payable at the same time that the first payment from the pension fund is payable. This amount is in addition to any other payments or benefits which would otherwise accrue to the employee. This provision shall only apply to those employees who retire on or before June 30, 1993.

Section 17.19. Uniforms. Effective July 1, 1992, to be implemented as soon thereafter as practical, the city shall provide and employees shall be required to wear uniforms. At the employer's discretion those uniforms may be provided through a contracted service or may be purchased by the city and issued to employees. It is specifically recognized that the employer may contract for uniform service for some employees and issue uniforms to other employees, at the employer's discretion.

For those employees issued uniforms the initial purchase shall be four sets of uniforms including four shirts and four pants. The employer shall provide two new sets of uniforms (two shirts and two pants) on or about July 1, 1993 and annually thereafter. The employee shall be responsible for the normal care and maintenance of the uniforms including cleaning, mending, etc.

Effective July 1, 1992 or as soon thereafter as may be reasonably implemented, the employer shall reimburse each employee a maximum of \$75 towards the purchase of steel-toed safety work shoes or boots. The city's reimbursement shall not

exceed the cost of the shoes or boots or \$75, whichever is less. Each employee shall be required to wear said steel-toed shoes or boots during working hours.

The employee is required to replace and maintain said shoes or boots. The \$75 reimbursement shall be available to the employee annually.

DURATION

Section 18.0. Termination. The terms and provisions of this Agreement shall remain in full force and effect until June 30, 1995 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

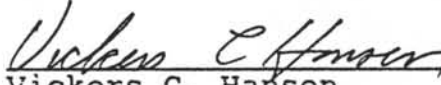
Section 18.1. Notice. The written notice referred to in Section 18.0. above shall be given by certified mail, return receipt requested, and if given by the City shall be addressed to the United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, Pennsylvania 15222, and if given by the Union shall be addressed to the City of Manistee, Michigan. Either party may, by like written notice, change the address to which certified mail notice to it may be given.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 1992.

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

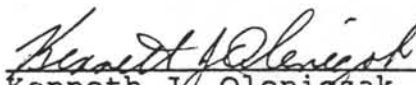
CITY OF MANISTEE

Lynn R. Williams
International President



Vickers C. Hansen
Manistee City Mayor

Edgar L. Ball
International Secretary/Treasurer



Kenneth J. Oleniczak
Manistee City Clerk/Treasurer

George Becker
International Vice-President (Administration)

Leon Lynch
International Vice-President (Human Affairs)

Harry E. Lester
Director, District 29

James V. Hughes

James V. Hughes
Sub-District Director

Michael Hiller

Michael Hiller
President, LU14758

James Polisky

James Polisky
Committeeman, LU14758

Richard Chmielewski

Richard Chmielewski
Committeeman, LU14758

APPENDIX A

Effective July 1, 1992

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
Level I Parks Worker, Bridge Tender	8.75	9.25	9.75	10.25	10.75	11.25
Level II Utility, Water, Sewer, EQ I, Carpenter, Painter	9.10	9.60	10.10	10.60	11.10	11.60
Level III EQ II, Mechanic, Welder, WWTP "C", Water "S-2 & D-2"	9.45	9.95	10.45	10.95	11.45	11.95

Part-time Janitor, 8.76 per hour.

Effective July 1, 1993

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
Level I Parks Worker, Bridge Tender	9.20	9.70	10.20	10.70	11.20	11.70
Level II Utility, Water, Sewer, EQ I, Carpenter, Painter	9.55	10.05	10.55	11.05	11.55	12.05
Level III EQ II, Mechanic, Welder, WWTP "C", Water "S-2 & D-2"	9.90	10.40	10.90	11.40	11.90	12.40

Part-time Janitor, 9.21 per hour.

Effective July 1, 1994

	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
Level I Parks Worker, Bridge Tender	9.65	10.15	10.65	11.15	11.65	12.15
Level II Utility, Water, Sewer, EQ I, Carpenter, Painter	10.00	10.50	11.00	11.50	12.00	12.50
Level III EQ II, Mechanic, Welder, WWTP "C", Water "S-2 & D-2"	10.35	10.85	11.35	11.85	12.35	12.85

Part-time Janitor, 9.66 per hour.

APPENDIX B

The following coverages are provided under the group hospitalization program:

Blue Cross/Blue Shield

MVF-1 Medical-Surgical
Catastrophic Master Medical (Option II)
Prescription Rider (\$2.00 co-pay)
PREVENT

APPENDIX C

The following coverages are provided under the group dental program:

Blue Cross/Blue Shield

\$800.00 maximum yearly amount
Basic Services (50/50 co-pay)
Additional Services (50/50 co-pay)
Extended Services (50/50 co-pay)

APPENDIX D

If the City creates either a temporary or indefinite term leadman position, that position will be paid \$.30 per hour more than pay Level III. A temporary leadman position (not to exceed thirty calendar days) may be filled by the City at the City's total discretion. Any leadman position which is filled for a term longer than thirty days shall be filled in accordance with Section 9.4 of this agreement, the job advancement provisions.

APPENDIX E

The following bonuses shall be paid for employees who obtain the following licenses. These bonuses shall be paid at the same time and in the same manner as longevity payments. An employee must be active in the department and utilizing the indicated license on December 1 in order to be eligible to receive the bonus payment.

Certified Mechanic	\$ 75.00 per year
"S-4 and D-4"	\$ 75.00 per year
"S-3 and D-3" or WWTP "D"	\$150.00 per year

LETTER OF UNDERSTANDING #1

The parties are signatories to a collective bargaining agreement effective from July 1, 1989 through June 30, 1992. The parties have agreed to defer the implementation of Section 15.6 of the agreement which relates to employee's co-paying any increased cost in health insurance benefits. That provision of the agreement shall be deferred until such time that the City implements similar provisions with at least two other employee groups including either 1.) non-union clerical and supervisory employees, 2.) employees represented by the POAM, 3.) employees represented by the IAFF.

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

CITY OF MANISTEE

James V. Hughes 6/13/89

John DellaFina MAYOR

Michael O. Miller 6/27/89

David J. Munn, City Clerk

James J. Golikoff

J. Beatty

*THIS LETTER EXTENDED TO JUNE 30, 1995

LETTER OF UNDERSTANDING #2

The parties are signatories to a collective bargaining agreement effective from July 1, 1989 through June 30, 1992. The parties have agreed to the following additional provisions regarding a part time janitorial position.

In the event that the City retains a janitorial/custodian for less than a full time position, said employee shall be included under the recognition clause as a member of the collective bargaining unit. For purposes of Section 9.4, Job Advancement, paragraph (b), the employee shall be treated as if he were hired after July 1, 1989: that is the employee shall not be eligible to bid for job advancement as noted in Section 9.4.

The part time custodian/janitor shall receive benefits which accumulate on a seniority basis on a pro-rated basis. This shall include but is not limited to sick leave, vacation leave, longevity pay, etc.

The part time position shall be eligible to apply for participation in the City group hospitalization and dental insurance program, provided however that the City shall not be obligated to contribute more than one-half of the monthly premium for single coverage, currently \$109.20 per month. In order to be eligible for said coverage the employee must authorize a payroll deduction such that the City receives the employee's share of the insurance coverage premium in advance of the date that the City must pay for the covered period.

In no event shall the City contribute more than one-half of the amount required for single person coverage. Contrary to the provisions of the Letter of Understanding #1, the provisions of this Letter shall be in effect immediately following ratification of the new agreement by the union.

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

CITY OF MANISTEE

James V. K. Hughes 6/23/89

John Z. DellaTina MAYOR

Michael O. Pyle 6/27/89

David J. Stone, CITY CLERK

James Polak

J. Beatty

LETTER OF UNDERSTANDING #3

The parties are signatories to a collective bargaining agreement effective from July 1, 1989 through June 30, 1992. The parties have agreed to the following additional provisions regarding part-time employees.

1. Regular part-time employees are defined as any employee regularly scheduled to work more than 800 hours per year whether permanent part-time or temporary full-time. Said employees are covered by the collective bargaining agreement under terms and conditions identical to Letter of Understanding #2 on the janitorial position. Specifically excluded from this category of employees are lifeguards, marina attendants, boat launching ramp attendants and irregular employees.
2. Irregular employees are defined as all lifeguards, marina attendants, boat launching ramp attendants and all other part-time employees including co-op students, summer youth corp workers, volunteers and other similar employees.

The City reserves the rights to hire and utilize irregular employees as defined above. Such employees and volunteers are not within the recognition granted the union and are not covered by the terms of the agreement. The performance of work by irregular employees and volunteers shall not constitute a violation of the agreement, even if it could remove potential overtime opportunities; provided however that the employer agrees not to utilize irregular employees and volunteers so as to cause employees covered by this agreement to lose time from their regular scheduled hours or be laid off.


The employer further agrees that irregular employees will be limited to utilizing the following City tools and equipment: small riding lawn mowers, hand grass cutters, weed trimmers, hand tools, pickups and the small Ford tractor or its equivalent but specifically excluding the holders, bobcat, large mower and other similar equipment.

The employer further agrees that irregular employees shall work not more than 40 hours per week, Monday through Friday except this limitation shall not apply to lifeguards, marina attendants, boat launching ramp attendants, the dumpster attendant at the City Garage and volunteers.

All other provisions of the agreement will remain unchanged and continue in full force and affect. This agreement is dated August 11, 1990.

Sept. 11

CITY OF MANISTEE




R. Ben Bafoss
City Manager

9/12/90



Kenneth Oleniczak
City Clerk/Treasurer

UNITED STEEL WORKERS UNION



Jim Hughes

9/11/90



Michael Hiller

9/11/90

RBB:mr

*THIS LETTER EXTENDED TO JUNE 30, 1995

#4

LETTER OF UNDERSTANDING

This agreement made and entered into as of August 5, 1991, by and between the City of Manistee, Michigan and the United Steel Workers of America, AFL-CIO-CLC.

That in consideration of the mutual and reciprocal promises of the parties hereto, herein contained, the parties hereto covenant and agree as follows:

That the three water servicemen positions in the Water Department shall rotate with the employee on service calls working four ten hour days per week with the hours being 7:00 a.m. to 5:30 p.m. Monday thru Thursday, (hereinafter referred to as 4-10s) rather than the regular five eight hour day schedule. The 4-10s shall be at straight time rates, ie. overtime shall accrue after forty hours per week and ten hours per day, not eight hours per day. Vacation, sick leave, and holidays shall be earned and taken in hourly increments, that is one day off for vacation or sick leave shall be ten hours, not eight hours.

If a holiday falls on a day that the employee is not regularly scheduled to work, the employee shall normally be given the day off on the scheduled day closest to the normal holiday. ie. April 1 is a holiday and falls on a Friday. If the employee normally works Monday through Thursday, he shall take Thursday as the holiday. Recognizing that taking Thursday off takes ten hours, rather than eight, the employee will owe the City two hours of work which will be credited against future overtime.

If one of the three employees on the 4-10s takes vacation, or is on extended sick leave, the other two employees will revert to the normal five eight hour day schedule, Monday through Friday.

It is the intent of the parties to implement a 4-10s schedule without otherwise substantively affecting other provisions of the Agreement, either wages, benefits, or working conditions. As it regards the 4-10s schedule, the contract shall be interpreted to permit the implementation of the schedule without increasing or decreasing any other obligation of the employee or employer.

The 4-10s schedule is being implemented on a trial basis. If either the City or the Union wish to revert to the normal five eight hour day schedule, they may do so without further obligation to the other simply by providing a seven day written notice to the other party. The 4-10s schedule will be effective only as long as it is mutually acceptable to both parties.

By their signatures belows, both the City and the Union evidence their agreement to the above.

*THIS LETTER EXTENDED TO JUNE 30, 1995

Dated July 29, 1991

Page 2

Michael O. Hiller 7-29-91
Michael O. Hiller Dated
United Steel Workers of America

David C. Johnson 7-29-91
David C. Johnson Dated
Water Department Supt.

DCJ:kf

*THIS LETTER EXTENDED TO JUNE 30, 1995