

# AGREEMENT

between the

Coldwater Board of Public Utilities

and

United Steelworkers AFL-CIO-CLC  
Local 14178

**July 1, 2009 – June 30, 2012**

## AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2009, by and between the Board of Public Utilities of the City of Coldwater, in the State of Michigan, hereinafter referred to as the Employer, and the United Steel Workers, AFL-CIO-CLC, hereinafter referred to as the Union.

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

### ARTICLE 1 - RECOGNITION

Section 1: Unit Defined. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment for all employees of the Board of Public Utilities set forth in Appendix A attached hereto, excluding supervisory, clerical, secretarial and office employees.

Section 2: Union Membership. The Union agrees that it will from time to time promptly accept as members therein any and all persons who are not members of the Union and whom the Coldwater Board of Public Utilities employs to perform the different classifications of work covered by this Agreement. Employees of the Employer covered by this Collective Bargaining Agreement, who, at the date hereof, are members of the Union, shall continue to pay the biweekly Union dues uniformly required of all members of the Local Union or pay a service fee established by the Union in accordance with then current court and Administrative decisions during the life of this Agreement. Employees covered by this Collective Bargaining Agreement hereafter employed shall, seven (7) days after the end of their probation period, pay the biweekly Union dues or service fee, whichever they elect, as above provided, during the life of this Agreement. The Union will provide dues authorization cards to the Employer. These cards will then be given to all new hires. Upon receipt of the signed authorization card from the employee, and the employee having completed his/her probationary period, the Employer will deduct biweekly the membership dues or service fee of the Union, said deduction shall be made out of the first applicable payroll period and immediately delivered or forwarded monthly to the International Secretary-Treasurer of the United Steel Workers, AFL-CIO-CLC, at the address which (s)he authorizes for this purpose.

Section 3: Union Dues Pre-Payment of Wages. Applicable deductions shall be made from the payment due to any employee who shall be on leave at the time of the specified dues deduction date of any month and who received a pre-payment of wages applicable to the absence. With respect to any wages paid in advance, Union membership charges applicable to the period for which advance wage payment is made shall be deducted at the time of the advance payment.

Section 4: Union Dues Deduction List. The Employer further agrees to forward a list of all bargaining unit employees showing new hires and terminations simultaneously with the transmittal of the aforementioned deductions. The Board agrees to furnish to the Financial Secretary of the Local Union a copy of the form sent to the International Secretary-Treasurer each month.

Section 5: Union Dues Changed. The Employer will continue to deduct dues at the rate currently in effect, until officially notified of a change as provided below.

Section 6: Union Dues Certification. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues to be deducted by the Employer, shall be the International Treasurer of the Union.

Section 7: Union Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## ARTICLE 2 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Dispute Settlement. Should differences arise between the Employer and the Union regarding the meaning, interpretation or application of the terms and provisions of this Agreement, there shall be no suspension of work or slowdown by the employees on account of such differences nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly by the following methods of procedure:

First Step: The aggrieved employee(s) shall make an appointment with his/her supervisor to discuss the matter. This request will be made verbally. A Union Grievance Committee person may accompany the employee at his/her request.

Second Step: If the grievance is not satisfactorily disposed of in the first step, the aggrieved employee shall submit a written grievance, within seven (7) calendar days of the act or event which gave rise to the grievance, to the supervisor in the first step. The written grievance shall include, as a minimum, clear and concise statement of facts and specific article and section of this agreement involved. The grievance shall be dated and signed by the aggrieved employee(s).

Third Step: The Grievance Committee, designated by the Union and the aggrieved employee(s) shall meet with the Director of the Board of Public Utilities, and/or his designated representative, as soon as reasonable. The Director shall respond in writing within forty-eight (48) hours after the meeting, excluding Saturdays, Sundays and holidays, and deliver a copy to the Grievance Committee.

Fourth Step: If the Grievance Committee indicates in writing within 48 hours that the response of the Director, or his designated representative, is an unsatisfactory settlement of the matter; the International Representative of the Union, the Grievance Committee and the Director and/or his designated representative shall meet to reach a mutually satisfactory settlement. The parties shall attempt to settle the grievance within one (1) week of the written response of the Grievance Committee.

Fifth Step: In the event the Employer and the Union are unable to agree upon a settlement, they shall within ten (10) days jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators. The Employer shall strike three (3) and the Union shall strike three (3) and the remaining member shall then be designated as the impartial Arbitrator. As of July 1, 2001, the first strike of the arbitrator list will be alternated each successive time between the Employer and Local 14178, beginning with Local 14178. The Arbitrator's decision shall be final and binding on both parties. Time limits as indicated in the above steps may be extended upon mutual agreement. Expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally by the Union and the Employer.

Section 2: Prohibited Concerted Activity. For and in consideration of the employee grievance set forth above, the Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike or sympathy strike which interfere with the private business of individual Utility customers resulting from Union/Board issues. The Utility agrees that during the same period there will be no lockouts.

### ARTICLE 3 - MANAGEMENT RIGHTS

Section 1: Management Rights. The Union recognizes that except as specifically limited or abrogated by the specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Utility, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- a) to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- b) to determine the number of employees to be employed;
- c) to hire employees, determine their qualifications and assign, and direct their work;
- d) to promote, demote, transfer, lay off, and recall to work employees;
- e) to set the standards of productivity, and/or the services to be rendered;
- f) to determine the amount and forms of compensation for newly hired employees and existing employees consistent with this agreement.
- g) to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted;
- h) to set the starting and quitting time and the number of hours and shifts to be worked;
- i) to use independent contractors or subcontractors to perform normal work or services as long as fully qualified existing Board employees are not on layoff.

- j) to subcontract, contract out, close down, or relocate the Utilities operations or any part thereof;
- k) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Utility;
- l) to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery and equipment;
- m) to determine the number, location and operations of departments, divisions, and all other units of the Utility;
- n) to issue, amend and revise policies, rules, regulations and practices;
- o) and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission and purpose of the Utility and to direct the Utility's employees.

Section 2: Non-Waiver of Rights. Failure to exercise any right, prerogative, or function hereby reserved to it, or management's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Utility's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

#### ARTICLE 4 - SUB-CONTRACTING RIGHTS

The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

## ARTICLE 5 - WORK BY SUPERVISORS

No supervisory employee excluded from the terms of this agreement shall perform the work of an employee or employees covered by this agreement, except for the purpose of instruction, in the case of emergency, to expedite the work when the employee lacks technical experience or if a fully qualified employee is not readily available. However, reasonable effort shall be made to contact bargaining unit employees in the respective department, and thereafter other departments, to perform such work. Such work by a supervisor shall not be performed solely to circumvent paying of overtime to bargaining unit employees.

## ARTICLE 6 - ASSIGNABILITY

This Agreement shall be binding upon the successors and the assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management of either party to this Agreement.

## ARTICLE 7 - RETIREMENT PLAN

The Employer shall continue to provide, at no cost to eligible employees, a retirement plan - through the Michigan Municipal Employees Retirement System, Plan B-3, F-55 (30 years) FAC-3, for regular full time employees. All new full time employees must participate in the defined contribution plan. In the defined contribution plan, the Employer shall contribute 6% of earnings and the employee shall contribute 5% of earnings. Employees enrolled in the defined contribution plan are immediately vested.

## ARTICLE 8 - VISITATION

Authorized Representatives of the International Union shall be permitted to visit the operations of the Employer during working hours to talk with Officers, Committeemen and Stewards of Local Union 14178, and/or Representatives of the Employer concerning matters covered by this Agreement upon reasonable prior notification and full compliance with all safety requirements. Employees must receive permission from their supervisor during working hours to leave work assignments to engage in aforementioned activities or other related union meetings. This permission shall not be unreasonably withheld by the supervisor.

## ARTICLE 9 - BULLETIN BOARDS

The Employer will provide bulletin boards for each department and/or garage for the use of the Union. Such use shall be limited to material signed by the Union or its designated representative, concerning Union activities only.

## ARTICLE 10 - MISCELLANEOUS

Section 1: Unpaid Union Business Leave. Local Union officers who request and receive prior approval to be absent from their work during scheduled working hours in order to conduct Union business shall not be paid for such absence, but such time not worked shall be allowed for the purpose of computing that employee's overtime pay, and for no other purpose.

Section 2: Paid Union Business Leave. The Employer will pay wages for employees while being engaged in negotiations or grievance procedures and safety committee meetings with the Board, only if scheduled to work during said negotiations or grievance meetings.

Section 3: Limitations. The Employer may limit the number of employees off on Union Business Leave, on occasion, where it is evident that the granting of such leave would cause the Employer hardship affecting departments or operations of the Utility to provide the basic services expected by customers of the Utility services. The Employer and the Union shall try to work out reasonable accommodations whenever possible to attend to the needs of the Union and the operations of the Employer.

Section 4: Rules and Regulations. The Employer may adopt and change rules of conduct or personnel policies, as it may deem necessary and proper for the conduct of its business, as are not in conflict with the provisions of the Labor Agreement after discussion of such adoption or change with the Grievance Committee; with the understanding that the reasonableness of such rules or policies are an arbitrable question. It is agreed that such rules of conduct and regulations shall be enforced in a uniform and consistent manner. The Union shall have ten (10) calendar days to protest the reasonableness of any adopted or changed rule or policy from the date the rule or policy is effective upon the employees.



## ARTICLE 11 - JOB VACANCIES

### Section 1: Definitions of Employment Status.

- a. **Regular Full-Time** employment occurs when management determines it desires to fill a vacancy with an employee who, under normal circumstances, will be expected to work a full forty (40) hours per week, although this Employer does not guarantee forty (40) hours of work or pay per week.
- b. **Regular Part-Time** employment occurs when management determines it desires to fill a vacancy with an employee who, under normal circumstances, will be expected to work seventeen and one-half (17.5) hours per week but less than forty (40) hours per week, although this Employer does not guarantee seventeen and one-half hours of work or pay per week.
- c. **Seasonal employees** are those who normally work not more than six months during a year regardless of the number of hours they work per day or week.

Section 2: Probationary Period. Candidates applying for regular full-time positions who successfully meet entrance requirements shall be required to serve a probationary period of 960 actual hours of work. Likewise, regular part-time employees shall also serve a probationary period of 960 actual hours of work. The first date of employment shall be the employee's seniority date upon completion of the probationary period.

Section 3: Employee Status During Probationary Period. During any employee probationary training period, said trainee may be discharged without cause and shall have no rights pursuant to this Agreement.

Section 4: Vacancies. When a new job is created or management determines a job vacancy exists the job vacancy shall be posted by department. Such posting shall be for any consecutive three (3) days prior to filling the job, excluding Saturdays, Sundays and Holidays. Promotions will be made as vacancies occur or as new job openings are created, subject to the job requirements and the ability of employee applicant to meet those requirements, as determined by the Employer. However, a certified or qualified employee applicant in the department in which there is a vacancy or new job opening shall have preference before crossing departmental lines. Employees may be considered for vacancies or new job openings where the pay rate range is the same or lower if in the Director's opinion it is in the best interest of both the employee and the Employer.

Section 5: Promotions to Management. Employees promoted from the bargaining unit to management positions shall have the option of returning to the bargaining unit without loss of seniority status, within thirty (30) calendar days after such promotion.

Section 6: Newly Created Jobs. The Employer agrees that when management creates a new job (a job which does not have a rate of pay established under the Labor Agreement), the assignment of the job shall be the rate of pay appropriate and consistent with rates of pay of other jobs covered under the Labor Agreement which have comparable level of skill requirements to that of the newly created job. If the rate of pay as established by the Employer is not agreeable to the Union, the Union shall notify the Employer in writing of its desire to negotiate the rate of pay for the job. Rates of pay for newly created jobs shall not be subject to the grievance procedure.

Section 7: Apprentices Programs. All vacancies in an apprentice program shall be posted as the top classification in that job classification.

An employee who is the successful bidder for a vacancy within an approved apprentice program and thereafter withdraws or is disqualified for any reason, before completing the program, may be placed by the Director at any position at its corresponding current rate of pay as provided for in Article 3 of this agreement.

A newly hired employee in an apprentice program (meaning off the street) who fails to complete the program, for any reason, may be terminated.

## ARTICLE 12 - TERMINATION

Section 1: Notice. All employees who have completed their probationary period shall normally receive, and are expected to give, two (2) weeks advance written notice of termination of employment except, for causes beyond the control of the employee or the employee is terminated by the Employer for cause.

Section 2. Termination for Cause. Termination for Cause shall mean the termination of employment of any employee for violation of and in accordance with the rules and regulations of the Employer.

Section 3: Loss of Seniority and Employment. An employee shall lose his/her seniority and employment upon:

- a) Resignation, retirement or termination for cause.
- b) Failure to return from layoff after seven (7) calendar days of receipt of notice of recall or ten (10) calendar days after notice was sent by certified mail, return receipt requested by the Utility to his/her last address on record with the Utility, unless excused by the Director.
- c) Failure to return upon expiration of any authorized leave of absence, unless excused by the Director.
- d) Twelve (12) months on long-term disability, unless excused by the Director.

Section 4: Layoff and Recall.

- a) Layoff shall be made in an order inverse to the employee's length of service in the individual work group involved (i.e. Power Plant, Electric Department, Water/Sewer Department, Wastewater Treatment Plant, Telecommunications and others), provided the employee who would thus be retained is capable of satisfactorily performing the work as determined by the Employer.
- b) Employees to be recalled from layoff shall be recalled in reverse order of layoff.
- c) An employee on layoff is subject to recall for 12 months after original layoff notification.

#### ARTICLE 13 - SAFETY/HEALTH

Section 1: Safety Committee. The Board and the Union will cooperate in placing in effect, maintaining and enforcing safety rules and practices. A joint Management/Union Safety Committee shall be formed to aid the Board in addressing issues relating to safety as required by the Michigan Occupational Safety and Health Act (MIOSHA).

The Safety Committee shall meet as often as deemed necessary by Management, but not less than once per month, for the purpose of discussing safety problems, existing practices and rules relating to safety and health, consider suggested changes in existing practices and rules and make recommendations concerning adoption of new practices and rules. Management and the Union recognize the special need to provide appropriate safety and health training to all employees. This training recognizes the different safety

and health training needs for newly hired employees, for employees who are transferred and for employees who require periodic retraining. Newly hired employees shall be trained and instructed on all safety and health matters relating to the job and the responsibility of the employee to his/her fellow workers. The Union shall designate five (5) representatives from the bargaining unit; not more than one (1) per department, to serve on the Management/Union Safety Committee. Union representatives shall be paid while attending such safety meetings held during normal working hours. Management shall provide the Union Safety Committee with minutes of the monthly meetings. The Union agrees that all bargaining unit employees must comply with all safety/health rules and regulations.

Section 2: Safety/Health Violation. Whenever an employee violates a published Federal, State or Governmental Agency safety or health statute, administrative rule or Employer safety/health rule or regulation that was provided or communicated to the employee, the Employer may take reasonable disciplinary action against the employee which may include verbal or written reprimand, suspension or discharge based upon the severity of the offense or number of prior offenses.

Verbal and written disciplinary actions, excluding suspensions, imposed by the Employer under this section shall be removed from an employee's personnel record one (1) year from the date of issuance.

Section 3: Safety/Health Disputes. No employee shall be required to perform any tasks that poses an immediate threat to the employees' health or safety or is in violation of any Federal, State or Employer written safety rule, regulation or policy. Any employee who reasonably believes the task that (s)he is being required to perform is in violation of a Federal, State or Employer rule, regulation or policy or poses an immediate threat to his/her health or safety shall have the right not to perform the task without first discussing it with his/her immediate supervisor. If the supervisor orders the employee to do the job and the employee still reasonably believes the task is unsafe (s)he shall have the right to discuss the matter with the Chairman of the Grievance Committee or Union Safety representative of the affected department or other member of the Safety Committee and the Director or his designee. Thereafter, the employee may decide to perform the job. However, if the employee still refuses to do the job the employee will be suspended subject to discharge by the Director or his designee.

In the event the employee is suspended subject to discharge the employee shall have the right to file a written grievance protesting his/her suspension and any subsequent discipline associated with his/her refusal to perform the task, which grievance shall be filed in accordance with the Second Step of the grievance procedure.

Section 4: Clothes, Tools and Equipment. The Employer agrees that it will continue to furnish such rain gear, hard hats, high voltage rubber glove liners with outside leather gloves, etc., as were being furnished prior to the effective date of this agreement. In addition, during the term of this agreement, upon recommendation of the Management/Union Safety Committee, the Employer may extend such practices to new situations if, in the Board's judgment, such is required. The employee shall wear uniforms and other appropriate safety equipment and devices furnished by the Employer at all times while on the job. All other clothing furnished and worn by employees must comply with State and Federal safety requirements, where applicable. However during extremes in environment, the employee's supervisor may permit deviation in the uniform requirement. Violation of this section shall subject the employee to disciplinary procedures as outlined in Section 2 of this Article. The employees agree to take reasonable care to protect the Employer's equipment and tools from damage or loss.

Section 5: Safety Glasses Allowance. Reimbursement for the purchase or repair of industrial safety glasses is covered under Employer policy (PO-25). All safety glasses shall meet all applicable MIOSHA industrial safety glass requirements.

Section 6: Commercial Drivers License Requirements. It is understood and agreed that certain employees are required to obtain and maintain proper CDL licenses necessary to operate the Employer's vehicles. Employees shall be required to obtain and maintain a valid Michigan driver's license at a level and of a nature, with all endorsements necessary to perform the requirements of their jobs. The Employer and the Union agree to comply with all requirements of the State or Federal laws concerning application of such laws on the Employer or employees due to CDL licensing.

- a) The Employer agrees to pay for the cost of the CDL and any endorsement it requires of any employee over and above the cost of a Michigan driver's license.

- b) The Employer shall pay for and provide employee physical examination as required by State and Federal law/regulations, fees charged by the State for necessary skills testing, all employee lost time which may be incurred in obtaining the CDL license and employee training, if required by the Employer. Physical examinations conducted by the Employer's doctor may be scheduled during off duty hours when examinations cannot be performed during "on duty" hours.
- c) Any employee with a CDL must notify the Director of every traffic conviction in compliance with CBPU policy (except parking) within thirty (30) calendar days of said conviction.

#### ARTICLE 14 - ON-CALL DUTY

The Employer shall have the option of establishing the following on-call system and the rules related thereto whereby employees would be entitled to resolve utility-related problems. The Employer, as the need arises, may request modification of the on-call system and rules with the Union and by mutual agreement, make modifications. The Employer shall furnish a pager/radio/telephone system which allows the employee(s) who are scheduled for on-call duty greater latitude of movement within the Employer's area of service. Employees who are scheduled for and perform on-call duty shall be paid 1.25 times regular hourly pay for each 24-hour day of on-call duty. Employees called out to work shall be guaranteed a minimum of two (2) hours at time and one-half pay at the employee's applicable rate of pay Monday through Friday, and three (3) hours at time and one-half at the applicable rate Saturdays, Sundays and Holidays. The day shall be the calendar day.

- a) Employees scheduled for on-call duty are required to be available and fit for duty as the need arises. However, employees may make arrangements with another qualified employee to assume his/her on-call duty, with approval of management, if it results in no increase in cost to the Employer and the employee notifies the Employer who (s)he has obtained to substitute for him prior to the end of the Employer's regular business day or in case of an emergency (s)he notifies the designated supervisor.

- b) Employees scheduled for on-call duty need not remain at their place of abode, but must leave a telephone number and address with the dispatcher where they may be reached (even when they are carrying a pager) during the time they are on-call. Employees while on-call must remain in an area that is within the range of the pager and which will allow the employee to leave his/her reporting station within a reasonable time, normally 15 minutes after being called.
- c) Employees scheduled for on-call duty will have their regular straight time wages adjusted based on 2080 hours to reflect the amount of extra compensation they would earn if they always worked their regular on-call turn. This additional compensation will be a clock-card add-on and it will be paid for all hours worked or paid, including overtime, holidays, vacations, pension and PTO. If and when the number of employees performing on-call duty increases or decreases, the clock-card add-on will be adjusted as of the start of the first pay period thirty days after the increase or decrease occurs.

In the event an employee who is scheduled for on-call duty is absent and (s)he has not made his/her own arrangements with another employee to take his/her on-call, management will assign the on-call to the next person scheduled for on-call.

#### ARTICLE 15 - OVERTIME

Section 1: Overtime Pay. Employees shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) hours per day, recorded to the nearest 1/10 of an hour, and for all hours worked in excess of forty (40) hours per week. Employees eligible for holiday, vacation or PTO pay who ordinarily would have been working during the regular work week, shall have those paid hours included in computing the forty (40) hours for that work week.

Section 2: Double Time. Employees will receive double time (2X) the regular pay for all hours worked over 16 consecutive hours and calendar holidays.

Section 3: Emergency Work. Employees may be called upon to perform emergency work and extra duty, staffing levels as required and as determined by the Employer. Employees subject to emergency calls after hours must report to duty in a reasonable amount of time once they have been contacted, excluding family members and answering machines. Failure to do so may result in discipline up to and including discharge.

Section 4: Call-Back Work. Employees called to perform emergency work which results in the employee being called back to work before or after completing their regular work day, which work was not prearranged, shall be compensated at time and one-half (1-1/2) their regular straight time pay for the time actually worked or a minimum of two (2) hours pay at time and one-half (1-1/2), whichever is greater. Employees called to perform emergency work on a calendar holiday, shall be compensated at two times (2x) their regular straight time pay for the time actually worked, or a minimum of two (2) hours pay at two (2) times their regular straight time pay, whichever is greater.

Section 5: Prearranged Work. "Prearranged" shall mean the scheduling of work outside of the normal workday and shall be arranged as far in advance as possible. Such work may be required before or after the normal workday, as an extension of the workday. Prearranged work may also be at other off duty times.

Section 6: Overtime Rotation. The call-out of personnel for after hours duty can be rotated within the work group, provided mutual agreement is reached between the work group and the Department Supervisor. The Employer has no responsibility to equalize overtime within any department or work group.

Section 7: Working Without Rest. An employee who has worked between sixteen (16) and twenty-four (24) hours during the first work session will be provided a seven (7) hour rest period. After the initial seven (7) hour rest period, an employee will be given another seven (7) hour rest period after every sixteen (16) hours worked. If an employee receives less than seven (7) hours away from work before being recalled for duty, the employee shall receive straight time pay for such period of rest.

#### ARTICLE 16 - REPORTING PAY

An employee who reports for work at his/her regular starting time and who has not had at least eight (8) hours previous notice to not report, shall receive a minimum of four (4) hours straight time pay except in cases of Acts of God.



ARTICLE 17 - EMPLOYEE BENEFITS - GENERAL PROVISIONS

Section 1: Benefit Eligibility. Regular full-time employees who have satisfactorily completed their probationary period shall be eligible for the following benefits:

- (1) **Workers Compensation** in accord with state law.
- (2) **Vacation** in accord with Article 19.
- (3) **Paid Time Off (PTO)** in accord with Article 20.
- (4) **Holidays** in accord with Article 21.
- (5) **Life Insurance** in accord with Article 22.
- (6) **Health Insurance** in accord with Article 23.
- (7) **Dental Insurance** in accord with Article 24.
- (8) **Retirement** in accord with Article 7 under the Municipal Employees Retirement System (MERS).
- (9) **Deferred Compensation** in accord with Article 25.
- (10) **Flexible Benefits Plan** in accord with Article 26.
- (11) **Long Term Disability Insurance** in accord with Article 27.

The above benefits that are provided by contract such as health and life insurance and retirement are subject to any and all requirements or restrictions imposed by the insurance carrier or benefit provider. All of the above provided benefits are also subject to the terms and conditions of this Agreement and any and all state or federal requirements.

Section 2: Benefits While on Leave of Absence. Employees on a paid leave of absence shall be entitled to all of the above benefits in accord with the terms of this Agreement. Employees on an unpaid leave of absence (including long-term disability) of one pay period or more shall not be entitled to nor earn any benefits unless authorized by the Director on a case by case basis without creating a precedent.

Section 3: Earning Benefits. PTO and vacation credit shall accrue to an employee while on a leave with pay status providing, said employee returns to duty immediately upon the expiration of their leave.

Section 4: Workers Compensation Leave. An employee absent because of injury arising out of and in the course of his/her employment shall, upon return to duty, receive PTO and vacation credit covering the period of time during which the employee received Workers Compensation.

Section 5: Payment of Advanced Benefits. In case of termination of any employee who has received PTO or vacation pay in advance, such advance shall be repaid or deduction thereof shall be made from any pay due to the employee. This section shall not apply in cases of death, retirement, or reduction in work force, or in the case of any employee unable to return to duty because of disability, evidence of which shall be supported by a medical certificate.

#### ARTICLE 18 - INJURY IN LINE OF DUTY

Section 1: Reporting Accidents. The responsibility for immediately reporting accidents or injuries incurred in the line of duty rests solely with the employee. The Employer shall provide forms for reporting such accidents or injuries. Such accident or injury must be reported within 24 hours of the event to assure coverage by Workers Compensation.

Section 2: Workers Compensation. Employees shall be covered by Workers Compensation as required by State Law.

Section 3: Workers Compensation Supplement.

For loss of time on account of an injury that occurs in the line of duty, any eligible employee shall receive his/her regular wages for a period of one month from the date of disability as determined under the worker's compensation statute. For the following five-month period, the employee may elect to draw on any PTO or vacation that may be standing to his/her credit to supplement the weekly wage loss benefit under worker's compensation. If the disability under worker's compensation continues after six months, the employee shall receive only worker's compensation wage loss benefits.

#### ARTICLE 19 - VACATION

Section 1: Crediting Vacation. The accumulation of vacation leave shall begin the first day on which employment begins provided, the employee satisfactorily completes the probationary period. Such accumulation is at the rate indicated in Section 3 below. Earned vacation leave is credited to the employee each pay period.

Section 2: Accumulation. Vacation credit accumulation is limited to a maximum of one and one-half (1-1/2) years of credit as of June 30 of each year. However, up to three (3) years accumulation may be permitted, or for greater periods, with the Director's approval, should working conditions prohibit an employee's absence from duty.

Section 3: Earning Vacation. Vacation credits accrue to employees according to the following schedule based on the employee's years of service:

<u>Years of Service</u>	<u>Hours of Vacation</u>	<u>Hours Earned per Month</u>
1 thru 5	80	6.67
6	88	7.33
7	96	8.00
8	104	8.67
9	112	9.33
10	120	10.00
11	128	10.67
12	136	11.33
13	144	12.00
14	152	12.67
15 through 19	160	13.33
20	200	16.66

An employee may request a vacation after completing one full year of employment. In computing vacation credits, fractions of (1/2) one-half hour or more shall be increased to one hour and fractions of less than (1/2) one-half hour shall be dropped.

Section 4: Vacation Approval. Requests for vacations are subject to approval by the employee's Supervisor and the Director. Vacation requests shall normally be for a period of at least two (2) working days but not more than 10 working days except when two (2) day vacations lead to scheduling problems which may cause overtime. Longer periods may be approved by the employee's Supervisor and the Director if work schedules permit. The Director and Supervisor may approve shorter part day or full day vacations.

Section 5: Vacation Requests. Vacation requests shall be scheduled as far in advance as possible but not more than twelve (12) months in advance with the employee's supervisor. Upon approval by their Supervisor, the Supervisor shall immediately record the vacation on an Employer supplied schedule posted in their normal work location and record date of approval on vacation request form. An employee with higher seniority will have thirty (30) days from the date the original employee's vacation was approved by Supervisor and recorded on the schedule posted at work location to bump that employee for the same vacation period when the lesser seniority employee has applied for a vacation a minimum of sixty (60) days in advance of the vacation period. Any vacation applied for less than sixty (60) days in advance cannot bump an existing approved vacation.

Section 6: Vacation Limitations. Vacations shall be so arranged and granted that the number of employees absent from one department or working group at any one time will not be sufficient to injure the service rendered by that department or working group or require the payment of an excessive amount of overtime to those who replace the employee who is absent.

Section 7: Vacation Payoff. Accumulated vacation credit becomes immediately payable to the employee upon termination of his/her employment regardless of cause or reason for termination, provided the employee has completed (1) one full year of employment prior to termination.

If an employee is on long-term disability (LTD) for more than twelve (12) months, the employee shall be separated from employment and all accumulated vacation credit will be paid at the rate of pay the employee was at when the LTD began.

Section 8: Vacation Extension. Subject to mutual agreement and with approval of the Director, a vacation extension with or without pay, may be granted on a case-by-case basis without creating a precedent.

ARTICLE 20 - PAID TIME OFF (PTO)

Section 1: PTO Use. For loss of time due to personal or family illness and funeral/bereavement leave, employees, after six (6) months of continuous employment, shall receive full pay for such absence until his/her accrued PTO credits have been depleted or the employee is eligible to receive long-term disability (LTD).

In the event an employee has a physician certified illness that results in lost time, and the employee has depleted his/her PTO credits, the Director may approve an unpaid leave of absence until such time as the employee is eligible to receive LTD.

Section 2: PTO Eligibility. It shall be the responsibility of the employee to call as far ahead of his/her assigned shift as possible, to inform management of such sickness or injury. Violation of this section shall subject the employee to loss of pay for that day and each day (s)he fails to call or report for work.

Section 3: PTO Accrual. PTO accrues to all employees at the rate of 80 hours per year and is credited to each employee each pay period. PTO accrued credits become available for use by a new employee after six (6) months of continuous employment.

Section 4: PTO Approval. PTO leave involving not more than three (3) consecutive working days, upon complying with Section 2 and certification by the employee's Supervisor will be allowed. PTO leave involving longer periods must be certified by an attending physician.

Section 5: Partial PTO Days. Employees may be permitted to use partial PTO days when the Director agrees that the employee is capable of working part of the time at his/her regular duties.

Section 6: PTO for Family Use. PTO for serious illness in the employee's immediate family (as defined in Article 20, Section 7), requiring his/her absence from duty, shall be granted in accordance with the Employer's Family and Medical Leave policy (PO-9.2).

Section 7: PTO Leave for Funeral/Bereavement Leave. In the event of a death in the employee's immediate family, employees will be allowed to use up to five (5) working days PTO leave for the funeral and bereavement. The following will be considered immediate family: spouse, child, stepchild, father, mother, stepfather, stepmother, father-in-law, mother-in-law, sister, brother, spouse's brother or sister, grandparent of the employee or spouse and grandchildren.

An employee may use up to eight (8) hours PTO to attend the funeral for someone other than an immediate family member. The Director, for special circumstances, may grant additional time.

Section 8: PTO Leave Limitations. PTO leave shall cease when the attending physician states employee is able to return to work or the employee is eligible to receive long-term disability.

Section 9: PTO Charges. PTO shall be charged only for absence upon days for which the employee would otherwise work and receive pay.

Section 10: PTO Accumulation. Unused PTO credits may be accumulated without limitation.

Section 11: PTO Payoff. Upon termination of employment under honorable conditions, an employee shall receive one-half (1/2) of accumulated PTO credits in pay. Such termination shall comply with Article 12.

If an employee is on long-term disability (LTD) for more than twelve (12) months, the employee shall be separated from employment and one-half (1/2) of the total accumulated PTO credit will be paid at the rate of pay the employee was at when the LTD began.

Section 12: PTO for Insurance. Upon retirement, pursuant to the retirement plan then in effect, an employee may use his/her accumulated PTO credits towards the payment of his/her medical insurance premium between ages 55 to 65, or whenever retiree is eligible for medicare, not to exceed \$500 per month.

Upon death of the retiree, the remaining PTO credits may continue to pay surviving spouse's insurance premium, until said credits are exhausted, in conformity with state and federal regulations.

ARTICLE 21 - PAID HOLIDAYS

Section 1: Holiday Defined. The following holidays shall be observed as paid holidays:

New Years Eve	Thanksgiving Day
New Years Day	Day following Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Good Friday (Last 4 hours of scheduled shift)

Section 2: Holiday Eligibility. Holiday pay shall be at the employee's regular straight time hourly rate for eight (8) hours for a full day holiday, provided that the employee has actually worked a full assigned shift on the last regularly scheduled work day prior to the holiday and the first regularly scheduled workday following the holiday. PTO leave the day before or the day after the holiday, unless already on extended PTO leave, shall not be allowed without certification by an attending physician.

Section 3: Leaves and Holiday Pay. If a holiday occurs while an employee is on PTO leave or vacation the employee shall be paid for the holiday and no deduction from PTO or vacation accrued credits shall be made.

Section 4: Work and Holiday Pay. An employee's work day shall be defined as the day upon which the employee is scheduled for and normally works. If an employee is scheduled and normally reports for a regular eight (8) hour shift on Saturday or Sunday and a holiday listed herein falls on Saturday or Sunday, (the calendar day) and the employee is scheduled for and normally reports for a regular eight (8) hour shift on that Saturday or Sunday, the employee will be paid for eight (8) hours of work at double time (2X) in addition to his/her receiving eight (8) hours holiday pay, assuming the employee is eligible for holiday pay.

Section 5: Saturday/Sunday Holidays. Holidays that fall on a Saturday and/or Sunday:

- a) Employees normally scheduled to work Monday through Friday shall have Friday off as a paid holiday if the holiday falls on Saturday and shall have Monday off as a paid holiday if the holiday falls on Sunday, with the exception of Christmas and New Years holidays.

- b) When Christmas Eve or New Years Eve fall on a Friday, employees shall have Thursday and Friday off as paid holidays. When Christmas Eve or New Years Eve fall on a Saturday, employees shall have Friday and Monday off as paid holidays. When Christmas Eve or New Years Eve fall on a Sunday, employees shall have Monday and Tuesday off as paid holidays.

#### ARTICLE 22 - LIFE INSURANCE

Section 1: Type of Insurance. The Employer shall provide each employee group term life insurance.

Section 2: Policy Amount. Policy amounts are two times (2x) the regular annual pay for each bargaining unit employee, including fully paid accidental death and dismemberment provision.

Section 3: Benefit Payment. Death benefits are payable to the employee's beneficiary in a lump sum payment upon employee's death as provided for in the policy.

Section 4: Eligibility. A new employee shall be added to the group policy on the first day of employment although effective date of coverage may vary with policy requirements. Termination of insurance will occur on last day of employment. However, the employee may convert such insurance to an individual policy within thirty-one (31) days after employment termination, in accord with provisions of the policy.

Section 5: Final Pay. No special provisions are in effect governing termination of employment because of death. All final pay and accumulated benefits shall be promptly settled with the employee's family, the Employer deciding the final compensation, if other than normal, in each specific case.

#### ARTICLE 23 - HEALTH INSURANCE

Section 1: Coverage. Employees, spouses and dependent children as provided in the individual policy and elected by the employee shall be provided group hospital and major-medical insurance. Newly hired employees shall be added to such insurance policy on the first day of employment although effective day of coverage may vary with policy requirements.



Section 2: Premium Co-Pay. Employees agree to pay a portion of the Employer's cost for health care. This co-payment shall be fifteen percent (15%) of the Employer's cost through payroll deduction each pay period for PPO 10 participants. The co-payment shall be five percent (5%) of the Employer's cost through payroll deduction each pay period for PPO 12 participants.

Section 3: Plan Change. The Employer may propose changes in health plans from time to time. After conducting educational programs to employees each employee will vote with signed ballot to approve or disapprove such change. Changes can be proposed only once every calendar year. The majority vote of the Steelworkers bargaining unit and the Association unit, as an aggregate, will be required to change plans.

Section 4: Cash in Lieu of Insurance. Employees have an option of cash payment in lieu of medical insurance coverage when proven that they are already covered under another group medical insurance plan.

The employee must provide the Director or his designated representative with proof of medical insurance coverage through another group medical insurance plan.

Upon satisfaction of the Director or his designated representative and after the employee has reviewed and signed the release form, the employee may elect for cash payment in lieu of medical insurance coverage.

The amount of cash payment will be based upon current single PPO 12 medical insurance premiums (less 15% - the portion paid by the employee) and then deducting the portion of social security, and any future amount that the Board will be forced to pay due to the increase in overall gross pay.

#### ARTICLE 24 - DENTAL INSURANCE

Section 1: Coverage. Effective July 15, 2005, employees, spouses and dependent children as provided in the individual policy and elected by the employee shall be provided Blue Cross/Blue Shield dental plan 3 or equivalent. Employer may self-insure this coverage.

Section 2: Premium Co-Pay. Employees agree to pay a portion of the Employer's cost for dental coverage. This co-payment shall be fifteen percent (15%) of the Employer's cost through payroll deduction each pay period for dental only and PPO 10 participants. The co-payment shall be five percent (5%) of the Employer's cost through payroll deduction each pay period for PPO 12 participants.

ARTICLE 25 - DEFERRED COMPENSATION

Section 1: The Employer will provide a minimum of one (1) deferred compensation plan to all employees who desire to participate. The plan will comply with Section 457 of the Internal Revenue Code (IRC).

ARTICLE 26 - FLEXIBLE BENEFITS PLAN

Section 1: The Employer will provide all employees, who desire to participate, a flexible benefits plan which will allow employees to earmark pre-tax dollars toward payments of certain eligible benefits as provided for in Section 125 of the Internal Revenue Code (IRC). Eligible benefits are limited to medical, disability and other health related items and dependent care expenses normally paid by the employee.

ARTICLE 27 - LONG TERM DISABILITY INSURANCE

Section 1: Type of Insurance. The Employer shall provide each employee with long term disability insurance.

Section 2: Eligibility. A new employee shall be added to the group policy on the first day of employment although effective date of coverage may vary with policy requirements. Termination of insurance will occur on the last day of employment.

Section 3: Policy Amount. After thirty (30) consecutive calendar days of disability due to the same or a related sickness or injury, the employee shall receive 70% of his/her average monthly base salary up to \$6,000 per month maximum. Refer to the policy for details of all contract provisions.

ARTICLE 28 - PAY ADMINISTRATION

Section 1: Pay Schedule. The official pay plan consists of the attached schedule (Appendix A) which establishes titles of classes of positions and hourly compensation. Management reserves the right to compensate selected employees above the maximum rates in a classification if management deems it warranted. Annual pay increases, as provided for in Appendix A, will become effective on the date designated in Appendix A or at the beginning of the pay period prior to that date.

Section 2: New Hire Rate. The normal starting pay rate for a newly hired employee, after completing the probationary period, shall be not less than the minimum pay for the classification of the employee if there is an existing range of pay for that position.

However, the Director may authorize compensation above the minimum due to recruiting difficulties or for an employee with exceptional qualifications. Such authorization shall be at the sole discretion of the Director and shall not create a precedent.

Section 3: Performance Recognition. Pay rates are established in some jobs to provide a means of recognizing outstanding performance and reliability. Newly hired employees shall be evaluated and considered by their Supervisor for pay increases annually at a minimum until the maximum pay for their classification is reached provided, Management determines the employee is progressing satisfactorily. However, pay increases shall not be awarded on an automatic basis, but shall be contingent upon satisfactory service and development. Management shall advise the employee in writing of the facts and the reasons the employee is denied a pay increase.

Section 4: Job Rate/Pay Change. In the case of promotion, the pay rate of the promoted employee shall be adjusted to reflect their skills and abilities upon entering the higher paying job, which may not be the top of the rate which is provided in the attached Appendix A as of the start of the pay period after the employee starts working in the higher paying job. In the case of transfer, the employee's rate shall remain unchanged. In the case of demotion, the rate of the demoted employee shall be reduced to that which is provided in the attached Appendix A as of the start of the pay period after the employee starts working in the lower paying job.

#### ARTICLE 29 - WORKWEEK

Section 1: Work Week Defined. For payroll and time keeping purposes the workweek will begin Sunday 12:00 midnight to the following Sunday 12:00 midnight.

Section 2: Normal Work Week. The normal work week shall consist of five (5) work days per week. The basic workday is eight (8) consecutive hours of work in a twenty-four hour period, broken only by the established lunch period. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

## ARTICLE 30 - DURATION

Section 1: Term of Agreement. THIS AGREEMENT shall become effective on the first day of July 2009 and shall remain in full force and effect to and including the 30th day of June 2012 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring to change or modify must notify the other party to this Agreement, in writing, not less than one hundred twenty (120) days prior to the expiration date of this Agreement, or not less than one hundred twenty (120) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date of the Agreement or extension thereof in the year in which the Agreement expires.

Section 2: Union Economic Proposal. It is understood, however, that the Union will make every effort to submit any economic demands to the Employer no later than January 1st of the year in which it desires to change or modify this Agreement, to facilitate budgetary planning on the part of the Employer.

## ARTICLE 31 - COST OF LIVING ADJUSTMENTS

All pay range steps shall be increased one cent (\$.01) for every one-half (1/2) point increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers Revised Series (CPI-W) UNITED STATES - All items (1982-84=100) published by the Bureau of Labor Statistics, US Department of Labor. The Cost of Living adjustments, if any, shall be applied January 1st of each year based on change of index from April to October. The above Cost of Living adjustments shall be frozen for the duration of this contract.

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

**BOARD OF PUBLIC UTILITIES**

**UNITED STEELWORKERS,  
AFL-CIO-CLC**

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John R. Schroll  
Board President

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Leo Gerard  
International President

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Paul H. Beckhusen, Director

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Stanley Johnson  
International Secretary/  
Treasurer

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Thomas Conway  
International Vice-  
President (Administration)

---

Fred Redmond  
International Vice-  
President (Human Affairs)

---

Michael Bolton  
Director, District 29

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Connie Malloy  
Staff Representative

---

Bryan Massey  
Negotiating Committee

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Roger Fee  
Negotiating Committee

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Jonathon R. Foley  
Negotiating Committee

**COLDWATER BOARD OF PUBLIC UTILITIES  
APPENDIX A  
Classifications and Rates of Pay**

Classification	July 1, 2009	January 1, 2011	July 1, 2011
Line Leader	from \$21.02 to \$27.71	from \$21.02 to \$28.26	from \$21.02 to \$28.54
Power Plant Lead	from \$14.00 to \$24.36	from \$14.00 to \$24.85	from \$14.00 to \$25.10
Power Plant Operator	from \$14.00 to \$23.80	from \$14.00 to \$24.28	from \$14.00 to \$24.52
P.P. Mech./Maint.	from \$14.00 to \$23.60	from \$14.00 to \$24.07	from \$14.00 to \$24.31
WWTP Lead	from \$16.50 to \$26.50	from \$16.50 to \$27.03	from \$16.50 to \$27.30
WWTP Operator "B"	from \$15.00 to \$23.75	from \$15.00 to \$24.23	from \$15.00 to \$24.47
WWTP Operator "C"	from \$14.50 to \$23.49	from \$14.50 to \$23.96	from \$14.50 to \$24.20
WWTP Operator "D"	from \$14.00 to \$23.21	from \$14.00 to \$23.67	from \$14.00 to \$23.91
WWTP Operator "O"	from \$13.50 to \$22.19	from \$13.50 to \$22.63	from \$13.50 to \$22.86
WWTP Trainee	from \$10.00 to \$15.29	from \$10.00 to \$15.60	from \$10.00 to \$15.76
Water/Sewer Lead	from \$16.50 to \$26.50	from \$16.50 to \$27.03	from \$16.50 to \$27.30
Water/Sewer Oper. D1	from \$15.00 to \$23.75	from \$15.00 to \$24.23	from \$15.00 to \$24.47
Water/Sewer Oper. S2 & D2	from \$14.50 to \$23.49	from \$14.50 to \$23.96	from \$14.50 to \$24.20
Water/Sewer Oper. S3 & D3	from \$14.00 to \$23.21	from \$14.00 to \$23.67	from \$14.00 to \$23.91
Water/Sewer Oper. S4 & D4	from \$13.50 to \$22.19	from \$13.50 to \$22.63	from \$13.50 to \$22.86
Water/Sewer Trainee	from \$10.00 to \$15.29	from \$10.00 to \$15.60	from \$10.00 to \$15.76
Utility Electrician	from \$15.00 to \$24.70	from \$15.00 to \$25.19	from \$15.00 to \$25.44
Meter Electrician	from \$14.50 to \$22.73	from \$14.50 to \$23.18	from \$14.50 to \$23.41
Service Electrician	from \$14.50 to \$24.42	from \$14.50 to \$24.91	from \$14.50 to \$25.16
Meter Technician	from \$14.00 to \$22.73	from \$14.00 to \$23.18	from \$14.00 to \$23.41
Meter Reader	from \$10.00 to \$15.29	from \$10.00 to \$15.60	from \$10.00 to \$15.76
Warehouse Technician	from \$12.00 to \$17.83	from \$12.00 to \$18.19	from \$12.00 to \$18.37
Utility Worker	from \$10.00 to \$15.29	from \$10.00 to \$15.60	from \$10.00 to \$15.76
Network Technician	from \$11.00 to \$23.06	from \$11.00 to \$23.52	from \$11.00 to \$23.76
Advanced Network Technician	from \$15.50 to \$25.15	from \$15.50 to \$25.65	from \$15.50 to \$25.91

All employees to receive 2% minimum increase July 1, 2009; 2% January 1, 2011; and 1% July 1, 2011.

## LINEMAN PROGRESSION

Hours	<u>&lt;1000</u>	<u>1000</u>	<u>2000</u>	<u>3000</u>	<u>4000</u>	<u>5000</u>	<u>6000</u>	<u>7000</u>
July 1, 2009	\$19.33	From \$19.33 To \$20.72	From \$20.72 To \$22.10	From \$22.10 To \$23.00	From \$23.00 To \$23.93	From \$23.93 To \$24.85	From \$24.85 To \$25.79	From \$25.79 To \$26.82
January 1, 2011	\$19.72	From \$19.72 To \$21.13	From \$21.13 To \$22.54	From \$22.54 To \$23.46	From \$23.46 To \$24.41	From \$24.41 To \$25.35	From \$25.35 To \$26.31	From \$26.31 To \$27.36
July 1, 2011	\$19.92	From \$19.92 To \$21.34	From \$21.34 To \$22.77	From \$22.77 To \$23.69	From \$23.69 To \$24.65	From \$24.65 To \$25.60	From \$25.60 To \$26.57	From \$26.57 To \$27.63

All employees to receive 2% minimum increase July 1, 2009; 2% January 1, 2011; and 1% July 1, 2011.

COLDWATER BOARD OF PUBLIC UTILITIES

PERSONNEL RULES

The following personnel rules have been adopted by the Utility and are being provided for the purpose of informing employees of the Utility's rules.

Section 1: For violation of any of the following rules, an employee shall be subject to discharge or suspension without pay for a period of up to two (2) weeks at the discretion of the Utility or its representatives.

- (1) Gross neglect of duty or refusal to comply with Management's instructions unless such instructions are injurious to employee's safety or health.
- (2) Gross insubordination.
- (3) Immoral, indecent or dishonest conduct.
- (4) Intentional falsification of Utility records.
- (5) Knowingly marking the time sheet of another, having one's time sheet marked by another or unauthorized altering of a time sheet.
- (6) Theft or intentional destruction of Utility's, or another employee's property or removal of Utility property from its premises without authorization of Management.
- (7) Sleeping on the job.
- (8) Drinking, use, or possession of any controlled substances and/or alcoholic beverage any time during the work day, premises or equipment, or reporting to work with alcoholic beverages or a controlled substance in their systems without a valid prescription by a medical doctor for the use of a controlled substance by the employee.
- (9) Unauthorized use of Utility's trucks and/or equipment.
- (10) Deliberate or reckless conduct endangering the safety of himself or others.
- (11) Major chargeable accident after full investigation.
- (12) Deliberate concealment of any vehicle accident.



(13) Profane, abusive, threatening or coercive treatment of members of the public.

(14) Absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to Management.

(15) Possession of a firearm, weapon or explosive while on duty or on Utility's property without authorization.

(16) Leaving work assignment without authorization or without an excuse acceptable to Management.

(17) Fighting on the Utility's time or premises.

(18) Violation of a safety rule or safety practice resulting in an injury to himself or another person.

(19) ANY OFFENSE OF EQUAL MAGNITUDE TO THE ABOVE.

Section 2: For the commission of any of the following offenses, an employee shall receive a written warning notice. In the event an employee commits the same offense a second time within a twelve (12) month period, he shall be given a disciplinary layoff without pay for a period of up to three (3) days. If an employee receives three (3) written warning notices (for the same or different offenses as contained in Section 1 and/or Section 2, hereof) within a twelve (12) month period, he shall be subject to discharge.

(1) Late to work without an excuse acceptable to Management.

(2) Carelessness which necessitates the scrapping or repairing of Utility's equipment or property or someone else's property.

(3) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of Management.

(4) Smoking in unauthorized areas.

(5) Use or possession of unauthorized literature, materials, or devices on the Utility's time or premises.

(6) Violation of a safety rule or safety practice or unsafe use of equipment.

(7) Failure to report for work without giving management advance notice unless it was impossible to give such advance notice.

(8) Creating or contributing to poor housekeeping in and around buildings or equipment.

(9) Vending, soliciting or collecting contributions on the Utility's time or premises without authorization from Utility Management.

(10) Posting, removing or defacing any matter on the Utility's bulletin boards or property without authorization from Management.

(11) Permitting any person who is not an employee to enter or ride in a Utility vehicle without authorization of Management except in dire physical emergency.

(12) Failure to attend meetings called during working hours by Management without an excuse acceptable to Management.

(13) Failure to properly report malfunctioning items or repairs needed on Utility equipment.

(14) Consistently unavailable to accept or respond to emergency calls.

(15) Failure of an employee to perform work in his classification, reasonably within his capabilities, which is assigned to him.

(16) Failure to follow instructions.

(17) Distributing or circulating literature, petitions or any written or printed matter of any description on the Employer's time without permission from the Employer.

(18) ANY OTHER OFFENSE OF EQUAL MAGNITUDE TO THE ABOVE.