

5802

6/30/2002

CONTRACT

BETWEEN

UNITED STEELWORKERS OF AMERICA

AND

CITY OF GLADWIN

EFFECTIVE July 1, 1999

Gladwin, City of

USWGLA99.wpd June 10, 1999

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AGREEMENT

This Agreement made on July 1, 1999, between the City of Gladwin, Michigan and the United Steelworkers of America, AFL-CIO-CLC on behalf of Local Union 12075 (Gladwin City Workers).

WHEREAS, the parties to this agreement intend to promote an increasing spirit of harmony between the City of Gladwin and its employees and to insure the most effective and efficient operation of the City Workers.

NOW, THEREFORE, it is understood and agreed as follows:

RECOGNITION

The City of Gladwin, Michigan recognizes the United Steelworkers of America, AFL-CIO-CLC as the exclusive collective bargaining agency in respect to wages, hours, and other conditions of employment as hereinafter defined for all hourly employees of the City of Gladwin, Michigan.

RULES

The following shall be the Rules and Regulations of the City of Gladwin, Michigan and shall apply to all hourly employees of the City of Gladwin, Michigan in regard to appointments, promotions, transfers and other changes in status, to suspension and removals, to hours and conditions.

ARTICLE I

JOB CLASSIFICATION PLAN

Section 1. DEFINITIONS

The Job Classification Plan means the classes of jobs, names and/or described by the City Administrator and approved by the Mayor and City Council. The term "Job" means a group of current duties and responsibilities assigned or delegated by a person of supervisory authority requiring the full-time or part-time employment of one person. Where necessitated by the organization of work, one individual may hold more than one (1) job allocated to more than one class.

Section 2. ALLOCATION OF PROPOSED NEW JOB CLASSIFICATION

The City Administrator may, with the approval of the Mayor and City Council, at any time instigate a new job classification in the job classification plan by outlining the duties and responsibilities of the proposed new job classification.

Section 3. APPEALS FROM ALLOCATION

If the Union has facts which substantiate that the new classification is improper, grievance procedure may be followed.

ARTICLE II

COMPENSATION/UNION PARTICIPATION

Section 1. WAGES

A. Wage Plan

By Agreement between the City of Gladwin, Michigan and the United Steelworkers of America, AFL-CIO-CLC, the wage rates shall be as follows:

Wage Schedules	July 1, <u>1999</u>	July 1, <u>2000</u>	July 1, <u>2001</u>
Maintenance			
Start	8.66	8.92	9.19
1 yr	9.69	9.98	10.28
2 yrs	10.72	11.04	11.37
3 yrs	11.74	12.09	12.45
4 yrs	12.77	13.15	13.54
5 yrs	13.80	14.21	14.64

The City reserves the right to recognize and give credit for prior experience in assigning starting wage level.

License:

Waste Water Treatment Plant:

D	C	B	A
+1.00	+1.00	+.50	+.50

ie. Base Wage(Table Above) + (D)\$1 + (C)\$1 = Regular Rate of Pay

Note: The City and Union agree that no more than two persons shall be compensated above base pay at the waste water treatment plant.

Water Department Operator S3 & D3 + \$1.00

The City and the Union understand that in order to qualify as a water department operator the employee must possess both S3 and D3 licenses. The City and the union agree that not more than two persons possessing such licenses shall be compensated above base pay.

Crew Leader +\$.75 above regular rate of pay.

Working Foreman +\$2.00 above regular rate of pay.

There shall be only one position in the classification of Working Foreman. In the case of an absence of the Working Foreman, the Working Foreman shall designate, subject to the approval of the Director of Public Works, a Crew Leader to direct other employees in accomplishing the work scheduled.

B. Rates Other Than Regular Classification

Employees called upon to perform work in a classification lower than their regular classification shall receive their regular classification pay.

Section 2. UNION PARTICIPATION

A. Payroll Deduction of Dues

(a) The City, when so authorized and directed by an employee in writing upon an authorization form, will deduct once each month the membership dues or service charge of the Union, which will include monthly dues, initiation fees and lawful assessments in amounts designated by the International Treasurer of the Union.

(b) The City agrees to remit such collection monthly to the International Secretary-Treasurer of the United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222, who will issue an official union receipt to the City, therefore, the City shall furnish the International Secretary-Treasurer of the Union each month a list of all members of whom deductions have or have not been made. A copy of such list shall be furnished to the Financial Secretary of Local 12075.

(c) The Union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of this article.

Section 3. AGENCY SHOP

The City agrees that all employees in the bargaining unit shall either be members in good standing of the Union or pay a service charge equal to the amount of union dues, fees and assessments to the Union. This provision shall be a condition of employment and no employee shall be retained by the City beyond his probationary period unless the employee either becomes a member of the Union, or pays a service charge equal to the Union dues, fees and assessments as specified above.

Section 4. PAYROLL PERIOD

The City Council will use the twenty-six (26) payroll period plan for payment of wages. Pay day shall be on alternate Wednesdays.

ARTICLE III

SENIORITY

Section 1. DEFINITION - SENIORITY

Seniority is hereby defined as the length of continuous employment in the service of the City of Gladwin.

Section 2. DEFINITION - REGULAR EMPLOYEE

Regular employee shall be one who has completed a minimum of ninety (90) days of continuous service or service interrupted by absence with official permission.

Section 3. SENIORITY - HOW MEASURED

Upon an employee attaining the status of a regular employee, all of the actual time worked by such employee is to be credited towards his seniority.

Section 4. CONTINUOUS EMPLOYMENT

Continuous employment shall mean employment by the City of Gladwin, Michigan in a job as a regular employee without interruption of break, except that the following shall not be considered as breaks in employment.

- A. Leave of absence granted by the Director and approved by the City Administrator, including military service and sickness.
- B. Lay-offs for lack of funds, or lack of work.
- C. Removals, suspensions or resignations which are subsequently withdrawn or modified with approval of the City Administrator.

Section 5. USES

- A. Seniority and competence shall be considered as determining order of lay-off and order of names on the re-employment list in accordance with the Rules and Regulations governing these procedures. In making such changes, the City Administrator will discuss the proposed changes with employee's committeeman prior to making the change.
- B. When filling vacancies or new jobs the employee with the most seniority, if in the judgment of the supervision said employee possesses qualifications necessary to perform the job duties, shall be given first consideration, provided application is made in writing within five (5) days after the vacancy is posted on the bulletin board in the garage.

Section 6. TERMINATION

Seniority shall be terminated for any one of the following reasons: discharge for cause, quitting, or being off the payroll of the City of Gladwin, Michigan in excess of three (3) years.

Section 7. WORK PERFORMED BY SUPERVISION

- A. The City Administrator, Director of Public Works or other salaried employees shall not do regularly assigned tasks which are normally done by hourly paid workmen.

B. Emergency work, instruction, or requested aid shall comprise the manual work done by such supervision.

Section 8. TEMPORARY SEASONAL EMPLOYEES

A. The City may use seasonal employees to augment seasonal labor needs from May 1 through September 15 each year as necessary.

B. The intent of this section shall not be construed by the City as authority to displace regular workers or regular overtime. Overtime shall first be offered to regular employees before being offered to seasonal employees.

C. Temporary and seasonal employees shall be under the supervision and control of the Director of Public Works. No more than three temporary employees shall be assigned to work with any one regular employee.

ARTICLE IV

WORK WEEK

Section 1. REGULAR WORK WEEK

The regular normal work week for all regular hourly employees of the City of Gladwin, Michigan shall be forty (40) hours of actual work (excluding all meal periods) performed in any five eight (8) hour days beginning Monday through Friday. This section shall not be construed as a guaranteed work week.

Section 2. REGULAR STARTING TIME

The regular starting time shall be 7:00 AM and quitting time shall be 4:00 PM. Employees, when required to work in excess of eight (8) hours in any one (1) day (24 hour period commencing and ending at 12:00 midnight) or more than 40 hours in any one (1) week, will be paid at the rate of time and one-half. Employees, when requested to work on Sunday, will be paid at the rate of double time.

Section 3. CHANGE IN REGULAR STARTING TIME

It is recognized that some work is of a nature that requires the temporary change of work schedules. Given 12 hours notice, the regular starting and quitting time may be altered for a period of time not to exceed 30 days, unless mutually agreed upon by the employee affected and City.

ARTICLE V

BENEFITS

Section 1. VACATION

Each eligible full-time employee shall earn vacation leave, with pay, in accordance with the following schedule based upon years of service as of the anniversary date of employment with the City each year.

Upon completion of:

One - Two years of service		10 days
Three - Five years of service		13 days
Six - Nine years of service	15 days	
Ten - Twelve years of service		16 days
Thirteen - Fifteen years of service		17 days
Sixteen - Nineteen years of service		19 days
Twenty or more years of service		20 days

(1) An employee is qualified to receive vacation benefits in accordance with this schedule if at least 1600 hours were actually worked during the previous calendar year.

(2) An employee with less than one year of service or an employee who has worked less than 1600 hours during the previous calendar year is eligible for a pro rata vacation based on the number of hours actually worked. (For example, a permanent full-time employee with six years of service who has worked 800 hours in the previous calendar year is eligible for $800/1600 \times 120$ hours = 60 hours of vacation. An employee with less than one year of service would be based on the actual number of hours worked divided by 1600 and multiplied by 40.)

(3) Vacation pay will be computed based on a forty (40) hour week for hourly employees and for salaried employees based on 1/52 of the total annual salary.

(4) For the purpose of vacation leave eligibility, vacations and recognized holidays shall count as hours worked.

(5) If a recognized holiday occurs during a scheduled vacation, the employee's vacation period shall be extended one additional day.

Requests to use earned vacation shall be submitted to and receive prior approval from the employee's immediate supervisor based upon the following:

(1) For vacations of one (1) or more than one (1) week's duration, one (1) week's prior notice and approval shall be obtained.

(2) For vacations of four (4) days or less, one (1) day's notice and approval shall be obtained.

Requests to use vacation may be denied by the immediate supervisor if the use of vacation is determined to significantly impair operation of any department.

In planning a vacation schedule, priority will be given to employees based upon a seniority system. Seniority shall govern on all requests submitted in writing, prior to April 30, of the year in which vacations will be allocated. Any written request submitted after April 30 will not be granted on a seniority basis but on an individual need basis.

The City of Gladwin believes vacations are valuable for the employee's personal health and effectiveness. Employees are, therefore, encouraged to take the full vacation allowed each year; however, with the approval of the City Administrator, vacation time may be held over for one year. A maximum of 40 hours may be carried over from one year to the next, however, if not taken in the succeeding year, it shall be lost.

A. Terminal Vacation Pay

Earned vacation shall be that vacation time due the employee for work performed during the previous calendar year.

Accrued vacation shall be that vacation time that has accumulated during the present year. An employee who has worked less than 1600 hours at the time of termination will have accrued a pro rata vacation based on the number of hours actually worked.

Upon termination of employment, an employee shall be paid for vacation earned and accrued as follows:

- (1) Voluntary termination shall receive earned vacation.
- (2) Involuntary termination shall received earned and accrued vacation.
- (3) Employees on layoff shall receive earned and accrued vacation.
- (4) Retiring employees shall receive earned and accrued vacation.
- (5) An employee's widow/widower or legal survivor(s) shall receive earned and accrued vacation in the event an employee's employment is terminated by death.

Section 2. SICK LEAVE

Employees will receive credit for one day's pay per month to be used only for employee's personal sickness, but shall not be used if the sickness is attributable to the intemperate use of alcoholic beverages or is attributable to causes occurring while performing work for which he is paid by someone other than the city.

- (1) Following the completion of the probationary period, each full-time employee shall be credited with 24 hours of sick leave.
- (2) To receive sick leave pay, an employee shall request it in writing explaining the nature of the illness.
- (3) Unused days are to be accumulated to a maximum of 60 days.
- (4) Sick leave may not be used when an employee is eligible to draw worker's compensation or disability insurance payments.
- (5) Employees can only use the time which has been earned.
- (6) The city will, if requested by the employee, make up the difference between worker's compensation and regular pay by taking out of the accumulated sick leave.
- (7) Employees may use sick leave upon submitting evidence of performing pall bearer duties.

Use of sick leave shall apply only to absence on a regularly scheduled work day, but shall not exceed five (5) days in one week when the absence is caused by illness or accident. After the employee is off work three (3) consecutive days, the employee must present their immediate supervisor or department head with a certificate from their doctor, releasing them from their care and authorizing their return to work before returning to work.

Employees are urged to accumulate sick leave as a guarantee against loss of income during a prolonged illness. It applies to the illness of only the employee, and not to a relative or dependent.

If an employee quits or is discharged, any unused accumulation of sick leave is to be canceled.

In order to be eligible for sick leave, an employee must report promptly to the department head, a reason for absence as soon as it is known you will be absent. Keep your department head continually informed of your condition. Permission is granted to the Administrator to make an investigation into the use of any sick leave that may be deemed necessary by the Administrator.

With the implementation of this section, to provide sick leave which may be carried over from year to year, it is understood by the Union and the City that:

- (1) the City will implement a disability insurance package with a sixty (60) day waiting period effective July 1, 1999;

Section 3. HOLIDAYS

A. Employees with ninety (90) days continuous service shall be paid for the following holidays:

New Year's Day (January 1)
Good Friday (Friday before Easter)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday of September)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24 or the day after Christmas when Christmas falls on Thursday or Monday)
Christmas Day (December 25)

- (1) Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.
- (2) To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the observed holiday.
- (3) A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
- (4) If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of paid time off benefit that would otherwise have applied.
- (5) If eligible employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday, however, should such eligible employee be required to work hours other than the normal work hours (7:00 A.M. - 4:00 P.M.) on a holiday, the employee shall be paid at a rate of 2 ½ times their straight-time rate of pay for those hours worked other than during normal work hours (7:00 A.M. - 4:00 P.M.).

PERSONAL BUSINESS LEAVE

All non-probationary full time employees shall be credited with 16 hours of personal business leave each year.

An employee's personal business leave will be allocated each year on the anniversary date of their employment.

Personal business leave may be used in any combination of time blocks with a minimum of one hour. Time must be rounded to the next full hour. Personal business leave may be used with vacation leave.

The employee shall make request for personal business leave, which must receive the approval of the employees immediate supervisor, prior to the use of personal business leave.

Personal business leave will be lost if not taken in the year allotted.

Section 4. **INSURANCE**

A. **Workers' Compensation Insurance**

The City of Gladwin will carry insurance which protects the individual against expensive treatment and the loss of income resulting from an accident while performing work for the City.

Any employee must, as soon as possible after receiving any injury, notify his department head or supervisor.

B. **Social Security**

City of Gladwin employees are eligible for benefits under the Federal Social Security Program. The city will match your contribution with an equal amount, according to the rate determined by Federal law. The amount that the employee contributes to the Social Security Program is determined by law for both the employee and the employer.

C. **Health Insurance**

The City of Gladwin will provide each employee and dependents with health insurance coverage. Membership in the health insurance plan will terminate with termination of employment. The current health insurance plan is Michigan Blue Cross Comprehensive Hospital Care Benefits with Riders D, F and SA, with Michigan Blue Shield (MVF-1) Medical Surgical Care Benefits, with Riders FC, SD, Master Medical.

All employees, upon retirement, may continue membership in the city's health insurance plan by reimbursement to the city the cost thereof in a manner as prescribed in Section 4H herein.

D. **Dental Insurance**

Each full-time employee, upon completion of the probationary period shall receive dental insurance which will be paid for by the city. Effective July 1, 1999 Traditional Plus Dental 2 coverage.

E. **Vision Care**

Each full-time employee, upon completion of the probationary period shall receive vision care insurance which will be paid for by the city. Effective July 1, 1999 A-80 Blue Vision Care Coverage.

F. **Life, AD&D & Long Term Disability Insurance**

All full time employees, upon completion of the probationary period, will receive coverage under a life, accidental death and dismemberment and long term disability insurance policy.

Coverages:

Life \$50,000
AD & D \$50,000

Upon occurrence of any covered long term disability, an employee will receive 60% of covered earnings to a maximum of \$3,000 monthly after a sixty (60) day elimination period. Maximum period of payment 5 years.

On the first day of the month in which an employee reaches age 65, coverage will be reduced by 33%. On the first day of the month in which an employee reaches age 70, coverage would be reduced by 33% of the in force amount.

All benefit coverage under this section terminates on the first day of the month in which retirement occurs.

G. Employee or Retiree Continuation of Benefits

When circumstances arise, as provided for elsewhere in this agreement, whereupon an employee or retiree chooses to continue health insurance benefits at their own expense, said employee or retiree shall do so in the following manner and subject to the following conditions provided that the terms of the master policy allow such continuation:

(1) Payment shall be made to the City, in a timely manner the full amount of the monthly premium due, who shall pay said premium to the insurance carrier. Premiums are due and payable to the City on the first day of the month for which coverage is being rendered. Any employee or retiree who becomes more than 60 days past due on any billings from the City for premium payments, will subject such continuation of insurance coverage to immediate and final termination without possibility of reinstatement.

H. Change of Insurance Carrier

Should the City change the insurance carrier on any benefit named herein, the benefit shall be equal to or better than the benefit as described herein.

Section 5. PENSION PLAN

The city is a member of the Aetna Qualified Pension Plan. All full-time employees shall become members of the System on the first day of the calendar month coincident with or next following the date of employment.

Plan Summary:

Effective Date: July 1, 1987
Defined Contribution: Employee 3%
 Employer 7%
Form of Pension: 100% Pension Fund
Normal Retirement Date: Age 65
Plan Change Effective: August 15, 1993

Section 6. FUNERAL LEAVE

When a death occurs in the employee's family, the following schedule will apply:

- A. for the employee's father, mother, spouse, children, brother or sister, three (3) days.
- B. for the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, and their spouses, grandfather, grandmother and grandchildren, two (2) days.

Section 7. JURY DUTY

The City of Gladwin, in the interests of good citizenship, will grant time off to serve as a juror if the employee can be relieved of his duties. Administration of the City of Gladwin reserves the right to request a release from jury duty if the absence of your position might be detrimental to the service of the City of Gladwin. If the employee is summoned for jury duty, the difference between the regular wage paid and the sum received for jury duty will be paid by the City of Gladwin. The employee will be asked to submit a check voucher to the City Administrator to determine and verify same.

Section 8. **LEAVE OF ABSENCE**

A. **General Conditions of a Leave**

Any Leave of absence must be requested in writing and may be granted for specific periods of time.

Extension of any leave of absence must be requested in writing, prior to the scheduled return date and approved by the City Administrator. An extended leave of absence is granted only upon completion of one year of service and the reason for the requested leave must be specific and must be reasonable.

No insurance or pension benefits will be paid by the City, nor will leave benefits (sick, vacation etc.) be accumulated, during any authorized leave of absence; however, the employee's seniority will continue provided the employee returns at the designated time at the end of his leave. Any employee while on leave may continue insurance coverage at their own expense as provided in Section 4H herein.

Any leave of absence will be terminated by the acceptance of employment elsewhere.

B. **Leave of Absence - Medical**

In the event of a particular illness, pregnancy, scheduled surgery, diagnostic procedure, etc., it is your responsibility to submit a request for leave of absence. The City of Gladwin retains the prerogative to place an employee on medical leave of absence if it is felt that the employee's health prevents the employee from performing his duties in a satisfactory manner or if there is excessive absenteeism which is evidence of poor health.

While any employee is on a medical leave of absence, the City will at its own expense provide continuous coverage for any insurance benefits enjoyed by the employee while working; however, if any employee on medical leave is unable to return to work after absence of one (1) year, the City's obligation to provide continuous insurance coverage shall cease. Any employee who may be on medical leave in excess of one (1) year may, solely at said employee's expense, continue insurance coverage by timely reimbursement to the City, the cost of any such insurance coverage as prescribed in Section 4H herein. Benefits of sick leave, vacation leave will cease to accumulate. Seniority of any employee while on medical leave shall continue.

Upon return to work from medical leave of absence, you must present your immediate supervisor or department head with a certificate from your doctor releasing you from his care, and authorizing your return to work.

C. **Family Leave**

Regular full time employees are eligible to request family leaves of absence without pay who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Employees may request family leave only after having completed 365 calendar days of service. Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees may request up to a maximum of 12 weeks of family leave within any 12 month period. Any combination of family leave and medical leave may not exceed this maximum limit. Employees will be required to first use any accrued paid leave time before taking unpaid family leave. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Subject to the terms, conditions, and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved family leave.

Benefit accruals, such as vacation, sick leave, and holiday benefits will continue during the approved family leave period.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the City with at least two weeks advance notice of the date the employee intends to return to work. When a family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the approved leave period, the City will assume that the employee has resigned.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. GRIEVANCE PROCEDURE DEFINED

The following steps shall be used in the handling of a grievance:

Step 1. A grievance shall be taken up with the foreman by the committeeman and/or the aggrieved employee. A decision by the foreman must be given within three (3) days.

Step 2. If no satisfactory settlement is obtained in Step 1, the committeeman and the aggrieved employee will next take up the grievance with the City Administrator. At this stage, the grievance will be presented in writing and a written decision shall be given by the mayor within three (3) days.

Step 3. If no satisfactory settlement is obtained in Step 2, the aggrieved employee and/or his union representatives will next take up the grievance with the City Council at their regular session. Again the grievance will be presented in writing, and a written decision shall be given by the Council within five (5) days.

Step 4. If no satisfactory settlement is obtained in Step 3, the services of the State Labor Mediation Service may be secured by request of the Union or the City.

Section 2. ARBITRATION

A. A grievance involving a layoff, a discharge or the interpretation of any provision of this Agreement, which has not been satisfactorily adjusted through the grievance procedure above provided, may, with the written consent of the Bargaining Committees representing the Union and the City, be submitted to an arbitrator. The party desiring to employ arbitration shall notify the other party in writing of such desire and request a meeting of both Bargaining Committees to agree upon the statement of the issue to be submitted to arbitration. The arbitrator will also be agreed upon by the two Bargaining Committees as follows:

B. The parties shall ask the Federal Mediation and Conciliation Service to submit a list of seven (7) Arbitrators for possible selection. The choice of an Arbitrator will then be made by each party alternately crossing off names of Arbitrators on the list until only one name is left and that person shall be the Arbitrator.

C. An Arbitration Hearing will be held at which each party may present the testimony of witnesses and any pertinent issue on the basis of the evidence presented and in accordance with the terms of his Agreement. It is agreed that the arbitrator shall have no authority to add to, alter, or amend this Agreement between the parties. The parties will share equally the fees and all expenses of arbitrating the grievance.

D. The decisions of the arbitrator will be final and binding upon the employee or employees involved and both parties hereto.

ARTICLE VII
GENERAL RULES

Section 1. WHEN LAY-OFFS MAY BE MADE

A regular employee may be laid off by the City Administrator, with approval of the Mayor and City Council, in the manner herein provided when there is lack of work or funds which requires a reduction in personnel. Any such lay-off(s) shall be made first commencing with the employee with the least seniority, except in the case where such lay-off would result in the City's inability to appropriately provide basic City services.

Section 2. REPORTING TIME

If any employee shall report as scheduled for their regular shift and be sent home for lack of work or due to weather conditions, said employee shall receive a minimum of three (3) hours pay at the employee's regular rate of pay.

Section 3. CALL TIME MINIMUM

Call-ins shall be at 2 hours guaranteed at the contract rate; ie., 1 1/2 x rate x 2 hours for anything under two hours. For anything over two hours the rate shall be 1 1/2 x rate. This example does not include holidays rates.

Section 4. NOTICE OF LAYOFF

The City of Gladwin, Michigan will, if possible, give at least forty-eight (48) hours notice prior to the lay-off of employees for lack of work.

Section 5. OVERTIME

Overtime work shall be distributed as nearly equally as practicable among the eligible employees. Overtime work shall be first offered to the employee with the least overtime worked. An accurate record of overtime worked may be posted after each payroll period end to verify accuracy of overtime assignments.

Section 6. RETIREMENT

All hourly employees must retire on their 70th birthday, or retire on July 1st nearest their 70th birthday.

Section 7. CALL IN BREAK

Employees called to work before 6:00 AM will be allowed a paid one-half hour break.

ARTICLE VIII
MISCELLANEOUS

Section 1. POSTING OFFICIAL BUSINESS

The employees shall have use of bulletin boards in the garage for posting of activity notices.

Section 2. COFFEE BREAK

Employees shall receive a coffee break of fifteen (15) minutes.

Section 3. REPORTING TO WORK

Employees shall report to City Garage at the correct starting time in the morning and after lunch time.

Section 4. POSTING OF SENIORITY LIST

Up to date seniority lists shall be posted on all bulletin boards.

Section 5. SAFETY COMMITTEE

A Safety Committee consisting of, at a minimum, a Committeeman of the Union and the City Administrator and Director of Public Works of the City of Gladwin shall be established. The purpose of the committee shall be to recommend policy affecting the safety of the employees and in safety related matters regarding purchase and repair of equipment.

Section 6. CLOTHING

The City shall furnish regular employees with coveralls on an as needed basis to a maximum of four (4) sets of coveralls, two (2) light weight and two (2) heavy weight, per year. Replacement coveralls will be issued on an as needed basis with the employee having to demonstrate the need to receive a new set. Need shall be determined by the Director of Public Works.

All employees, at all times, must wear steel toe safety shoes. The City will reimburse regular full time employees up to \$75 annually for the purchase of steel toe safety shoes.

All employees must wear safety glasses while performing their job duties, except while driving a fully enclosed vehicle with windows closed. The City will provide safety glasses for all employees. If prescription safety glasses are necessary, the City will reimburse an employee for the cost of prescription glasses, excluding the cost of any eye exam.

Section 7. OTHER POLICIES IN EFFECT

From time to time, the City may find it necessary to adopt fair and just policies which address affairs not brought about through contract negotiations, but which address employee concerns or compliance with law. Examples of policies of this nature are the City of Gladwin Employee Manual and the Anti Drug and Alcohol Abuse Policy. The union reserves the right to grieve any or all such policies which are believed not to be fair or just, or in conflict with this collective bargaining agreement.

Section 8. CDL LICENSE

The City shall reimburse employees for any expenses incurred for maintaining the CDL License, including the cost of the CDL License.

Section 9. NOTIFICATION

The City of Gladwin shall be notified in writing of any change in officers of the union local.

Section 10. EFFECTIVE DATE

The foregoing Rules and Regulations, including the Wage Schedule, shall become effective July 1, 1999.

ARTICLE IX

DURATION

This Agreement shall become effective on the 1st day of July, 1999, and shall remain in full force and effect to and including the 30th day of June, 2002, and shall continue in full force and effect from year to year thereafter unless either part to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party of this Agreement in writing not less than ninety (90) days prior to the expiration date of this Agreement, or not less than ninety (90) 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 City and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

Signed this ____ day of _____, 1999.

CITY OF GLADWIN
GLADWIN, MI



Thomas Winarski, Mayor Pro Tem

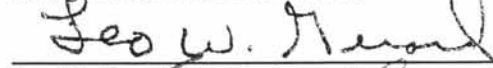


Connie Davis, Clerk

UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC



George F. Becker, Int'l President



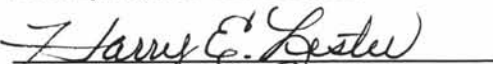
Leo W. Gerard, Int'l Secretary-Treasurer



Richard H. Davis, Int'l Vice President



Leon Lynch, Int'l Vice President



Harry E. Lester, District Director



Miles Cameron, Staff Representative

Local 12075-12



Rod Oberlander, Unit Chrp.



Tom Molski, Committee

**ADDENDUM TO
CONTRACT BETWEEN**

UNITED STEELWORKERS OF AMERICA

AND

**CITY OF GLADWIN
EFFECTIVE July 1, 1999**

Article V, Section 4 shall be amended to read as follows:

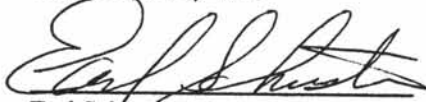
D. Dental Insurance


Each full-time employee, upon completion of the probationary period shall receive dental insurance which will be paid for by the city. Effective July 1, 1999 Delta Dental coverage.

This addendum shall be retroactively effective to July 1, 1999.

Approved this 2nd day of August, 1999

**CITY OF GLADWIN
GLADWIN, MI**


Earl Schuster, Mayor


Connie Davis, Clerk

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

Local 12075-12


Rod Oberlander, Unit Chrp.


Tom Molski, Committee