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4/30/99

**AGREEMENT
between**

**CITY OF MIDLAND
and
UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
ON BEHALF OF LOCAL UNION 14009**

**EFFECTIVE JULY 1, 1996
EXPIRES JUNE 30, 1999**

Midland, City of

**City of Midland
333 W. Ellsworth
Midland, Michigan 48640**

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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AGREEMENT

The following Agreement between the City of Midland, Michigan, hereinafter termed the "City" and the United Steelworkers of America; AFL - CIO - CLC, on behalf of Local Union 14009, hereinafter termed the "Union" is recorded in written form to meet the authorization set forth in Section 15 of P.A. 379 of 1965, as amended, of the State of Michigan for a written contract incorporating any agreement reached. This Agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City to encourage more efficient and progressive service in the public interest.

ARTICLE 1

1. Bargaining Unit. The City recognizes the Union as the sole collective bargaining agency in respect to wages, hours, and other working conditions for the hourly paid employees of the City of Midland, Michigan, excluding, however, all supervisory and salaried employees, and such excluded employees shall not be eligible for membership in the Union. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

2. 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.

3. Authorized Representative. The Union recognizes the Director of Human Resources or his representative authorized in writing as the exclusive representative of the City and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this Agreement. No agreement covering terms and conditions of employment or other matters made between the Union and the City shall be binding upon the City unless the signature of the City's designated representative and the signature of the Union President is affixed thereon.

4. Non-Discrimination, Union Activity. The City agrees that it will not discriminate in any manner against any person in its employ by reason of his membership and activity in the Union and the City further agrees that it will not in any way interfere with the organization of the Union and that it will not willfully commit any act calculated to undermine the Union.

5. Union Responsibility. The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representatives nor its members will intimidate, coerce, or discriminate against any employee in any manner at any time.

6. Non-Discrimination in Employment and Membership. Both the City and the Union agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age or sex.

7. Union Representation.

A. Grievance Committee Members, Negotiating Committee. The City agrees to recognize the officers of the Union and all Grievance Committee Members duly designated by the Union. The total number of Grievance Committee Members shall not exceed seven (7) with the following distribution:

Water/Wastewater Plant	1
Water Distribution/Landfill	1
Parks and Recreation	1
Public Works	2
Library/Garage	1
	3

In the event that an employee chooses not to be represented by the Grievance Committee Member assigned to his work area or if the Grievance Committee Member is unavailable, the Union President shall assign one of the seven and notify the Department Head of the Assignment prior to the action.

The Grievance Committee Members shall restrict their activities to the handling of grievances and other legitimate Union business, and in this connection shall be allowed a reasonable amount of time for this purpose. During agreement negotiations, only the Union President and five (5) designated Grievance Committee Members will be allowed time off without loss of pay while attending negotiation meetings. The Union President shall notify the Human Resources Director in advance and in writing as to who the Grievance Committee Members are that are to be excused from work to attend the negotiation meetings.

B. Union Officials Listed. The Union shall furnish to the City and maintain, on a current basis, a complete list of all officers and Grievance Committee Members of the Union. The Union shall notify the City in writing through the Human Resources Director when the Union authorizes their Vice-President to act in lieu of the local Union President.

C. Transacting Union Business. Only the Union President and Grievance Committee Members shall be allowed to transact Union business during their working hours. When the Union President or Grievance Committee Members desire to leave their work area to transact appropriate Union business with individual members during working hours, they shall obtain permission from their supervisors. Upon entering a work area other than their own, the Union President or Grievance Committee Member will

advise the appropriate supervisor of his presence and the name of the employee to be contacted and the reason. The supervisors involved will grant permission promptly in these instances unless compelling work commitments or safety factors dictate otherwise. The Union President or Grievance Committee Member will be informed of any reason for the delay. Upon completion of business, the Union President or Grievance Committee Member shall return to his work area and advise his supervisor.

D. Time Off Job. The City agrees that time off the job for grievance handling including safety and similar matters will be granted without loss in pay or benefits for the Union President or Grievance Committee Member representing the concerned department. Grievance Committee Members shall not abuse the privilege of being off work for union business; any alleged abuses shall be discussed and resolved by the Director of Human Resources and the Local Union President.

E. Union Meetings. The Union agrees that matters connected with Union business, group meetings or solicitations of membership will be conducted outside working hours.

F. Use of City Buildings. If the Union desires to conduct a meeting within a City building, permission shall be obtained from the appropriate department head. In general, meetings shall not be conducted in the vicinity of a work area while scheduled work is in progress.

8. Payroll Deduction of Dues.

A. Authorization. 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 charges of the Union, which will include monthly dues, initiation fees and lawful assessments in amounts designated by the International Secretary-Treasurer of the Union.

B. Remitting Dues. 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 14009.

C. Save Harmless Clause. The Union agrees to indemnify and save the employer harmless against any and all claim, 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.

ARTICLE 2--PERSONNEL ORDINANCE

1. Personnel Rules - Introduction. It is recognized and understood that the Charter of the City of Midland decrees that an ordinance providing for a merit system of personnel management be enacted by the City Council. It is further recognized and understood that Article III of Chapter 2 of the City of Midland Code of Ordinances has been enacted which authorizes the creation of a Merit System Board to generally supervise the problems of administrative policy involved in the personnel matters prescribed in the Ordinance: to recommend to the City Council, through the Director of Human Resources, such rules and regulations as it may deem necessary for the administration of the Ordinance; to perform certain other duties as prescribed in the Ordinance.

The provisions of subjects covered in this Agreement which are also covered by the Rules and Regulations of the Merit System Board or the City's personnel ordinance shall substitute entirely for any Board or ordinance provisions for the same subject and not in addition thereto.

The City may adopt ordinances, rules, regulations, and directions which are not in conflict with the express terms of this Agreement. Employees are expected to comply with such ordinances, rules, regulations and directions.

A copy of each Administrative Regulation as issued by the City Manager and the Merit Rules as approved pertaining to hourly employees including additions and amendments shall be furnished to the local Union President.

2. Merit System Board Nomination by Union. The Union shall have the right in joint action with other collective bargaining agencies of the City government having this provision in their agreements to put forth exactly

three (3) names of qualified individuals for the City Council's consideration as a member of the Merit System Board. The list shall be presented within ten (10) calendar days of a written request whenever a vacancy in the one position designated as the employee representative should occur, signed by the Presidents of each of the collective bargaining units. Individuals named shall each meet the qualifications of Section 2-51 and 2-54 of the Midland Code of Ordinances. When the City Council considers an appointment to fill such vacancy on the Merit System Board, it shall select one (1) individual for Merit System Board membership from the three (3) names submitted by the City's collective bargaining agencies. Failure to provide a list as required shall void the rights contained in this section.

3. Probationary Appointment - New Hire. In order that the department head may effectively participate in the selection process involved in the filling of positions covered by this Agreement by original appointment (new hire), there shall be a probationary or working test period. This period shall be up to six (6) months duration after appointment, but may be, at the discretion of the department head with approval of the Director of Human Resources and the Union President, extended for a longer period in unusual cases.

The working test period shall not include any time served by an employee under temporary appointments. At the end of the probationary test period, the department head shall submit, on a performance rating report blank prepared by the Director of Human Resources, a rating of the probationary employee's performance. An employee may be released during the working test period but only with the approval of the Director of Human Resources. No salary or other wages shall be paid to an employee after his

working test period is completed unless the department head has first certified on a prescribed form to the Director of Human Resources and the Merit System Board ten (10) working days preceding the end of the working test that the services of such employee have been satisfactory and it is desired that the employee be continued in the service. Any probationary employee who does not complete the probationary period for any reason and is subsequently rehired to any position, starts as a new employee and serves the full probationary period. The City shall decide the ability, qualifications, aptitude, competence and capacity of a probationary employee to perform the required work.

4. Probationary Appointment - Promotion. In order that the department head may effectively participate in the selection process involved in the filling of positions covered by this Agreement by promotion, there shall be a probationary or working test period. This period shall be up to six (6) months duration after appointment, but may be, at the discretion of the department head with the approval of the Director of Human Resources and the Union President, extended or shortened in unusual cases.

At the end of the probationary test period, the department head shall submit a rating of the employee's performance on a performance rating report blank prepared by the Director of Human Resources. The City shall decide the ability, qualifications, aptitude, competence and capacity of a probationary employee to perform the required work.

5. Filling of a Vacancy. The Director of Human Resources shall determine if a vacancy in a position covered by this Agreement is to be filled through promotion.

A. Selection/Award. In cases of promotion to positions covered by this Agreement (Except Motor Bus Operator/Coordinator) which are paid at Job Class 5 or lower per the Hourly Compensation Plan, the applicant with the most bargaining unit seniority achieving the minimum acceptable promotional test score of 70% and who are otherwise qualified shall be awarded the position.

In cases of promotion to positions covered by this Agreement, which are paid at Job Class 6 or higher per the Hourly Compensation Plan, the names of the five (5) permanent full-time employees receiving the highest total score (the minimum acceptable promotional test score is 70%) and who are otherwise qualified shall be certified to the Selection Committee. Total score shall be based on promotional test scores (written and performance as necessary) plus one-half (1/2) point for each full year of bargaining unit seniority. However, no credit for seniority will be allowed for any person having on file an active request to not work above his own classification or to not work overtime except in emergencies.

The Selection Committee shall consist of three (3) City employees who are not members of the bargaining unit covered by this Agreement. The City shall develop a standard job-related criteria assessment system which each member of the Selection Committee shall apply. The Selection Committee shall interview each of the five (5) candidates. The Committee members shall independently assess each interviewee with respect to each of the criterion. The results of each of these assessments shall be expressed numerically by each member of the Committee. The candidate with the highest composite score shall be awarded the position.

The Committee shall provide to each interviewee a copy of the results of their assessment and counseling regarding the interview/assessment. Upon request, the Union President or his designee shall be given access to results of each Committee member's assessment of each interviewee.

Application procedure shall be the responsibility of the Director of Human Resources. In case more than one vacancy is to be filled, five names shall be certified.

When there are two (2) names available from the promotional list, the appointing officer shall appoint from such names. When there are fewer than two (2) names available from the promotional list, the vacancy shall be filled from the open competitive register unless the appointing officer elects to appoint from such names as are available with approval of the Human Resources Director.

B. Examination/Testing. The time and place of written or oral examinations and performance testing shall be determined by the Human Resources Director. Such examinations and performance testing will be conducted Monday through Friday. The local Union President may examine the test and the scoring.

C. Waiver of G.E.D. Requirement. Those employees on the payroll on July 1, 1977 shall not be required to possess a high school education or G.E.D. requirement to apply for a promotion to the positions of Driver/Operator, Sanitation Equipment Operator, Tender Truck Operator, Light Equipment Operator, and Equipment Operator.

D. Worker's Compensation Exception. An exception to the promotional procedures shall be made for employees covered by this Agreement who are off work and receiving Worker's Compensation. If an employee in this category is determined to be physically qualified of performing the duties of a vacant position, covered by this Agreement, he shall be appointed to the vacant position. The determination of physical qualifications shall be determined by a joint Union/City Committee. The Union representative of the Committee shall be the Union President plus three (3) designated Grievance Committee Members. The City shall also have four (4) representatives on the Committee. As all decisions of the Committee must be unanimous, either the Union or the City may elect to proceed with a determination with less than their full representation. This exception to the promotional procedure only applies to vacant positions covered by this Agreement and at a grade rate equal to or lower than the grade rate of the employee having the physical limitation. This exception takes precedence over any other wording in this Agreement that may be in conflict.

6. Rejection in Case of Promotion. An employee from this unit that is promoted to a position covered by this Agreement and then rejected during a probationary period shall have the right to resume the position in this unit from which he was promoted unless that position has been abolished. If the position has been abolished, the layoff procedure provided in this Agreement shall apply.

7. Transfers Defined. The transfer of an employee to or from a position covered by this Agreement shall be made as follows:

A. Assignment. The transfer of an employee from a duty in one classification to another duty in the same classification shall be called an assignment and may be made by the department head.

B. Promotion. A permanent transfer to a position in a different classification shall be deemed a promotion, and the procedure applicable to promotions, as provided herein shall apply.

C. Demotion. A permanent transfer to a position in a lower classification shall be deemed a demotion unless the employee secures the position through the promotional procedure.

8. Service Ratings. The Director of Human Resources and the Merit System Board shall maintain a system whereby department heads will report on the performance of all employees. Any changes in the service rating system shall be mutually agreed upon by both the City and the Union prior to implementation. Such reports shall be made at such times and in the manner prescribed by the Director of Human Resources and the Merit System Board. The rating reports shall be centrally maintained under the supervision of the Director of Human Resources and the Merit System Board. They shall be made a part of the procedure having to do with promotion, disciplinary actions, separation from service and transfers to other bargaining units.

After three (3) years in the same classification within the same department, there will be no further service rating reports. However, the department head, the immediate supervisor and the employee shall be notified by Personnel thirty (30) days prior to the employee's anniversary date, that an evaluative meeting may be called by any of them with thirty (30) days. Should a meeting be requested, there shall be no written communications between the department head, supervisor or employee concerning this meeting placed in the employee's personnel file.

ARTICLE 3--COMPENSATION PLAN

The Compensation Plan for the employees covered by this Agreement is set forth in Exhibit "A" attached hereto. The Compensation Plan shall not be changed during the life of this Agreement without the agreement of the Union.

ARTICLE 4--WORKWEEK AND HOURS OF WORK

1. Workweek/Workday. The regular workweek shall be from 12:01 a.m. Monday to 12:01 a.m. the following Monday except for certain hourly Wastewater Department employees as provided for in their Supplement. The regular workday shall consist of either eight (8) or ten (10) hour work days, Monday through Friday, with a one-half (1/2) hour unpaid lunch period or a paid lunch period of not more than twenty (20) minutes. Lunch periods are to be taken as the work schedule permits realizing that proper public service may require separate department and job scheduling and changing lunch periods to cover emergency situations.

A. Paid Lunch Periods. Paid lunch periods will be allowed or required when it is necessary for the employee to be in attendance at his work station such as continuous operation or when the time of travel is excessive, then the employee shall eat at the job site.

B. Calculation of Paid Leave. A day's paid leave in this Agreement shall mean eight (8) hours or ten (10) hours depending on the normal work schedule.

C. Day and Odd Shift Defined. An employee whose scheduled shift starts between 7:00 a.m. and 9:00 a.m. shall be considered a day shift employee. An employee whose scheduled shift starts at any other time shall be considered an odd shift employee.

D. Scheduling. Actual schedules shall be recommended by the department head and approved by the City Manager. Schedules involving the ten (10) hour day will be recommended by the department head and the Union and approved by the City Manager prior to implementation.

2. Change in Scheduled Shift. When a department determines it is necessary to change a day shift employee's schedule to replace an odd shift employee due to sick leave, vacation, termination or other absence, the following procedure shall apply:

A. Notification. The day shift employee shall be notified of the change in shift prior to the end of the workweek preceding the week in which the change is to begin.

B. Use of Seniority. When it is necessary to fill an odd shift, the employee with classification seniority shall be given an opportunity to fill the shift. If none of the senior men volunteer to fill the shift then the lowest seniority man shall be assigned. If there is a need to fill the shift for more than thirty (30) days, the assignment shall be jointly reviewed with a change in assignments possible if the shift has been filled by a more senior man on a voluntary basis. This paragraph shall only apply when temporarily filling an odd shift.

The above procedure is also applicable when a new shift is required for proper public service.

3. Work Performed by Supervisors. It is not the intent of the City to deprive any employee of work by assigning work normally performed by a member of the bargaining unit to a supervisor. However, it is understood and agreed that supervisors are specifically permitted to work in case of emergencies or when requested aid by an employee. Supervisors shall also be permitted to perform such functions as testing equipment or methods of operation and instructing employees.

ARTICLE 5--HOLIDAYS

1. Holidays Paid. For purposes of this Agreement, the following are declared paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas, three personal holidays as set forth in 6. below. All employees will be required to perform such work as assigned. If a scheduling conflict occurs the least senior employee will have to work the assigned shift. When a holiday falls on a Sunday, the following day will be declared a holiday. When a holiday falls on Saturday, the preceding day will be declared a holiday.

2. Holidays Not Worked. Employees shall be paid a regular day's pay, either eight or ten hours at straight time hourly day rate (not to include any shift differential) for the holidays, including Personal Holiday, referred to herein but not worked, for the day on which the holiday falls.

Provided however, that:

A. The employee has not failed to work when scheduled to work on any such holiday.

B. The employee shall have worked his last scheduled shift immediately preceding the holiday and his first scheduled hours immediately following the holiday.

C. The employee is not on leave of absence nor on sick leave or not laid off except, anyone on sick leave for five (5) consecutive work days or more including a holiday, will be paid the idle holiday pay.

D. Vacation leave substituted for sick leave shall be treated as sick leave in determining eligibility for holiday pay, as set forth in 1. C. above.

3. Holiday Pay as Time Worked. Time paid for holidays whether work is actually performed or not shall be considered as time worked for purposes of determining premium time consideration on any other basis.

4. Vacation. Vacation properly prearranged shall not interfere with any provisions of this section.

5. Holidays Worked. When an employee who is otherwise eligible for holiday pay works on a holiday he shall be paid in accordance with 6. F. of the Compensation Plan.

6. Personal Holiday. Each employee, with notice to department head by the end of his shift on the day before, or sixteen (16) hours notice in advance of the start of the personal holiday, and subject to refusal by the department head if an emergency exists as determined by the department head, shall receive three (3) personal holidays annually which may be taken in full day or in half day increments subject to the same notice requirement and right of refusal by the department head as appears above. If the day is granted and an employee is called in to work for any portion of the twenty-four (24) hour day in which the holiday has been granted, he will be paid in accordance with 6. F. of the Compensation Plan. Provided further, that in the event an employee elects to take the personal holiday in half days and is called in after the expiration of said four (4) hour half day holiday, he will be paid regular overtime pay. The personal holiday may be treated as a vacation day for the purpose of supplementing sick leave. A personal holiday may not be carried over to the next year.

New employees are not eligible for the personal holiday until completion of the probationary period.

ARTICLE 6--LEAVES OF ABSENCE

1. Leaves - Generally. No employee may be absent from his job without an approved leave. An approved leave shall be vacation leave, merit vacation leave, personal holiday leave, sick leave, funeral leave, Worker's Compensation, military leave, maternity leave, special leave, approved leave of absence without pay and personal emergency leave. A leave of absence without pay must be approved by the department head for the first day and the second and third day authorized by the department head and approved by the Human Resources Director in advance. If it is to be longer than three (3) work days, it must be approved by the City Manager in advance of the leave.

No leave of absence without pay (of one-half day or more duration) shall be granted until an employee has used all his leave, with the following exceptions:

A. Absence of Union Officers or bargaining committee if requested in writing by the Union President. Such request, if denied by the department head can be appealed to the Personnel Department and the City Manager.

B. Absence due to requests per the Family and Medical Leave Act. Employees are not required to take paid leave.

2. Vacation Leave With Pay. Each regular full-time employee shall receive annually on January 1, the days of paid vacation leave as shown on the following schedule to be taken during the calendar year:

1 Year	eleven (11) days
2 Years	thirteen (13) days
3 Years	fourteen (14) days
4 Years	fifteen (15) days
5 Years	seventeen (17) days
6 Years	eighteen (18) days
7 Years	nineteen (19) days
8 Years through 10 Years	twenty (20) days
11 Years through-15 Years	twenty-one (21) days
16 Years through 20 Years	twenty-two (22) days
21 Years through 24 Years	twenty-three (23) days
25 Years and over	twenty-five (25) days

Years of service shall be the number of full years of employment with the City to be reached during the calendar year beginning with the particular January 1st date.

On each January 1 crediting date following the employee's entry to the City, whether or not the employee has completed his probationary period, the number of vacation days credited to him shall be proportional to the number of months of the preceding calendar year of twelve (12) months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth of that month.

Even though vacation days may be credited to him, an employee must first successfully complete his probationary period before he may use the vacation days. If the days credited to him on January 1 total less than five days, he shall be permitted to borrow the difference between five and the number of days credited, from the second January 1 crediting. Vacation leave may be allowed subject to the following regulations:

A. Vacation Carry Over. Days of paid vacation leave, not to exceed ten (10) days, may be carried over from one calendar year to the next calendar year and with the approval of the department head and the Director of Human Resources, every third year fifteen (15) days may be carried over to take an extended vacation. In addition, the employee shall be paid for any unused vacation due him for that year when he leaves the City service.

B. Days as Time Worked. Each day an employee receives compensation (vacation, paid sick leave, funerals, jury duty pay, etc.) from the City shall count as a day worked. Absence due to an on-the-job injury or illness shall be treated as time worked toward annual vacation and merit vacation crediting for the first year of any such compensatory illness or injury.

C. Earning Vacation. Employees off work on an approved leave of absence without pay (job injury as described above excepted) and employees suspended or laid off for a period of over ninety (90) calendar days shall not earn annual vacation or merit vacation credit during that period of no work. Upon return to work, the employee shall commence earning vacation credit. At the next January 1 crediting, the employee will receive prorated vacation leave credit for all months worked since returning to work. Work of ten (10) days or more during a month shall count as a month worked.

D. Miscellaneous Regular Vacation Rules. When an employee is laid off for lack of work, retires, or quits with five (5) days notice he will be paid for vacation due (including prorated time from the previous January 1st to the date of leaving). Employees who are discharged or quit without five (5) days notice will be paid for the remaining vacation due from the previous January 1st crediting.

Employees reemployed after separation from City service shall be considered new employees and shall be credited for vacation only from the date of the employees latest entry to the City.

E. Experience Pay System (previously Merit Vacation). Effective February 15, 1994, the City will pro-rate Merit Vacation for employees with five (5) years or more seniority. Fractions will be calculated up to next full day. All Merit Vacation shall be taken before February 15, 1999. Merit vacation time on the books may, at the employee's option, be sold to the City at 100% of the employee's base rate of pay, provided the employee exercises this option by March 31, 1997.

Payable December (first payroll) and to be paid the first payroll in each subsequent December:

	<u>1996</u>	<u>1997, 1998</u>
After five (5) years of City seniority:	\$ 650	\$ 680
After ten (10) years of City seniority:	\$1,100	\$1,150
After fifteen (15) years of City seniority:	\$1,625	\$1,700
After twenty (20) years of City seniority:	\$1,925	\$2,010
After twenty-five (25) years of City seniority:	\$2,375	\$2,485
After thirty (30) years of City seniority:	\$2,575	\$2,690
Quit, die or retire:		Pro-rate payment

F. Vacation Scheduling. Vacation may be taken all at one time, or spread over the year, provided that in either instance it is scheduled and

approved in advance with the department head or designee so that it does not interfere with the efficient operation of the department concerned. Vacation may be taken in one-half (1/2) day increments.

3. Sick Leave With Pay. Employees shall receive sick leave with pay in accordance with the following rules:

A. Earning and Use. Each full-time employee shall earn and may use twelve (12) sick leave days per year for disabilities.

On each January 1 following the employee's entry to the department, whether or not the employee has completed the first six (6) months of his probationary period, the actual number of sick leave days credited to him shall be proportional to the number of months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth of that month. Even though sick leave days may be credited to him, an employee must first successfully complete the first six months of his entry level probationary period before he may use the sick leave days. If the days credited to him on January 1 total less than six days, he shall be permitted to borrow the difference between six (6) and the number of days credited from the second January 1 crediting. If completion of said probationary period occurs before the first January 1 crediting, an employee may borrow up to six (6) sick leave days from his first crediting, if necessary.

Employees off work on an approved leave of absence without pay and employees suspended or laid off for a period of over thirty (30) calendar days shall not earn sick leave credit during that period of no work. Upon returning to work, the employee shall commence earning sick leave credit. At the next January 1 crediting, the employee will receive prorated sick

leave credit for all months worked during the previous year. Work of ten (10) days or more during a month shall count as a month worked.

When an employee becomes incapacitated on the job and has to go home, he may use one-half (1/2) day of sick leave.

B. Doctor's Certificate. To be eligible for benefits for illness or injury, which results in absences of more than five consecutive workdays, employees will be required to secure a certificate from a physician as proof of their ability to return to work. The certificate must be presented to the City upon return to work. The City reserves the right to request examination and may make any inquiries deemed advisable. Any employee submitting a claim based on a false statement, or covering a period during which the employee was not actually disabled, will be considered as abusing the sick leave privilege. Any employee abusing these privileges will be subject to disciplinary action.

C. Injury on Duty. If injured in the actual discharge of duty resulting in lost time, an employee must submit prior to returning to work a certificate from a qualified physician stating the employee is able to perform his normal duties.

D. Utilization (Employee). Sick leave may be utilized by an employee in the event of his illness or injury. Sick leave may also be utilized by an employee injured while working on other employment only to the extent necessary, in half-day increments, to make up the difference between the employee's regular base salary and all forms of compensation for lost wages received from any source arising from that injury. An employee on sick leave may be considered in violation of this Agreement and may be subject to disciplinary action, if he engages in other employment without the City's consent.

E. Utilization (Immediate Family). Sick leave may be utilized by an employee for illness or injury in his immediate family which necessitates his absence from work. "Immediate family" in such cases shall be the employee's current spouse, child, parent, parent-in-law, or other relative living in the same household.

An employee utilizing his sick leave for the illness or injury of a member of his immediate family may only use sick leave when it is necessary to personally attend the sick or injured family member.

Sick leave may also be taken in accord with the Family and Medical Leave Act.

F. Vacation Substitution. When an employee has used all of his earned sick leave and is unable to return to work, vacation may be substituted for sick leave, if requested by the employee, for the balance of the period of disability or until all vacation has been used.

G. Disability Insurance. The sick and accident insurance coverage described in Article 9 shall be available to individual employees who choose to pay the full premium.

H. Extra Sick Leave. An employee may borrow additional days of paid sick leave on a single occasion during his employment with the City if the employee is unable to return to work after the employee has exhausted all of his accumulated sick leave and vacation days. The number of sick leave days he may borrow upon written request shall not exceed three (3) days for each full year of employment with the City. Additional extensions beyond those described above are not permitted. This provision is in lieu of any Merit System Board Rule which could apply.

4. Accumulation and Payment of Sick Leave. Unused sick leave may be accumulated and shall be paid as follows:

A. Limit. An employee shall be entitled to accumulate all unused annual sick leave. All present accumulations of sick leave shall be continued.

B. Payment After Limit. After an employee has accumulated one hundred twenty (120) days on January 1 of any year, he shall be permitted to accumulate additional sick leave days. He shall continue to earn twelve (12) days per year and those employees with more than one hundred twenty (120) days shall be paid for 75% of that year's unused days, payment shall not exceed nine (9) days in any one year. Fractions of a day will be rounded up and paid to the next 1/2 day. The remainder of days earned shall be credited to the employee's bank.

C. Payment of Unused Sick Leave. In the event of death, retirement or job related total disability of an employee, the City will at such time pay to him, or to his estate, one-half (1/2) of his accumulated unused sick leave not to exceed eighty (80) days at his base pay rate in effect at such date.

5. Worker's Compensation. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Worker's Compensation Laws of the State of Michigan. In addition to the minimum amount required by law, the City shall pay to the employee an additional sum not to exceed the difference between one hundred (100) per cent of his base salary and the said Worker's Compensation payment for the first twelve (12) weeks only of disability. The maximum period of twelve (12) weeks shall be extended one week for each full year of employment with the City beyond three (3) years of employment. Additional extensions beyond those described above are not permitted. This special sick leave supplement may begin again for new disabilities only. Following

this City paid supplement, employees may also use earned sick leave, vacation leave, or personal leave days in one-half (1/2) day increments in addition to the Worker's Compensation payment for a total sum not to exceed one hundred (100) percent of their base salary for any weekly period.

Employees receiving Worker's Compensation are not eligible for holiday pay. Employees shall not earn sick leave or other benefits not specifically permitted in this Agreement while receiving Worker's Compensation payments only.

An employee who has been incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, when given clearance by a physician to return to work, subject to some physical limitations, may return to such work, which, in the judgment of management he is capable of performing.

An employee who returns to work under the provisions of the preceding paragraph shall be paid the regular rate of his position unless his capacity renders him unable to perform normal position duties, in which case a lesser rate may be agreed to between the City and the Union. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Worker's Compensation Act.

The City shall pay for a period not to exceed two (2) years the City's share of health insurance and life insurance premiums when an employee injured or incapacitated in the actual discharge of duty for the City of Midland is receiving Worker's Compensation as provided for under Worker's Compensation Laws of the State of Michigan. The two (2) year payment period may be extended in six (6) month increments by the Merit System Board provided the following procedures are complied with.

After the employee has been off work one (1) year the Merit System Board shall hold a hearing to determine the facts of the case. At this hearing and subsequent hearings the Merit System Board may declare the employee's position vacant if it is determined the employee cannot return to the position occupied at the time of injury or illness. The employee's name will then be placed on appropriate eligible registers for positions within this bargaining group. The Merit System Board may waive or establish additional promotional criteria or examinations provided the City and the Union agree in writing.

Prior to the date the employee is off work for two (2) years the employee may request the Merit System Board to hold a hearing to extend the City payment for health and life insurance premiums as provided in this Agreement. The Merit System Board shall then hold a hearing to determine the facts of the case and may only extend the City's contractual insurance payments if the employee is not physically or mentally able to return to work or is participating in a qualified retraining program.

The time periods referred to above shall commence with the effective date of this Agreement for any employee receiving Worker's Compensation as of the date of this Agreement.

The City shall pay the City's share of health insurance and life insurance costs while the employee is receiving Worker's Compensation payments and actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation.

Any employee receiving Worker's Compensation who works for salary or wages from other than the City of Midland without written permission from

the Director of Human Resources shall forfeit all rights to City paid health and life insurance payments while receiving Worker's Compensation.

A. Injury. Employees injured on the job to the point they are unable to resume their current job, but who are released to work light duty, shall first be offered a position according to the following guidelines:

1. The offering will be within their department, then in their bargaining unit, then in positions not covered by any bargaining unit, in that order.

2. The offering will be a position which is temporarily vacant or one which has been created to accommodate the light duty needs of the employee.

3. The offering will in no way affect the bumping rights, the seniority rights, or benefits of the employee.

4. The employee will be paid through a combination of Worker's Compensation and City compensation a rate equal to their normal rate.

5. The City will notify the Union committee prior to placement and every 30 days thereafter.

The Director of Human Resources shall determine the qualifications of the position and the employees ability to perform the job. Employees will not be requested to fill positions in other bargaining units.

6. Personal Leaves.

A. Funeral Leave. It is the intent of this provision to provide emergency leave to regular full-time employees to enable their attendance at funerals.

An employee shall be allowed four (4) consecutive days leave in the event of death to the employee's spouse, child, mother, father, brother, sister, mother-in-law or father-in-law.

In cases of death to the employee's brother-in-law, sister-in-law, or grandparent, an employee shall be granted leave as is necessary to attend the funeral. This provision should not be construed as to permit emergency time off to attend to other personal matters connected with a funeral. Extenuating circumstances that require the funeral leave to extend longer than four (4) work days shall require approval of the City Manager. A day's funeral leave is defined as a scheduled work day of 4, 8, or 10 hours.

B. Personal Emergency Leave. To help employees meet personal emergency needs, the number of hours as specified in the Compensation Plan shall be allowed with pay each year to be used in blocks of one (1) or more full hours or one-half (1/2) hour at the end of the work day. Employees desiring a personal emergency leave shall not leave their work without authorization of their supervisor, except that an employee who receives an emergency call while at work may leave after notification to his supervisor. Employees may accumulate any unused emergency time from previous calendar years up to twelve (12) hours as specified in the Compensation Plan. An employee shall be eligible for emergency leave after successful completion of the first three (3) months of the probationary period.

On a single occasion each calendar year employees who have used all of their personal emergency leave may, when it is necessary to secure medical services for the employee, trade one vacation day for eight (8) hours of personal emergency leave. The employee shall request the trade in writing explaining the reasons the medical service cannot be arranged during off duty hours as this trade is not intended to increase the personal emergency leave (P.E.L.) but assist the employee in extreme cases. The written request shall be submitted to the Director of Human Resources for approval.

7. Military Leave. Any employee who is inducted into the Armed Forces of the United States or joins the Armed Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay, for the period of service. After being discharged under honorable conditions from his first tour of duty, such employee will be reinstated to his former position or one comparable to it as may be required by State or Federal law, provided:

A. He makes application for reinstatement within ninety (90) days after his release from military duty or from hospitalization continuing after discharge for a period of not more than one year.

B. He is physically and mentally qualified to perform the duties of the position if it still exists.

If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform as would provide him with like status, and pay, or the nearest approximation thereof consistent with circumstances of this case. If the

employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

Any permanent employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the armed forces reserve training program, shall be granted such leave upon presentation of proper documentation by his commanding officer. He shall be paid by the City the difference between the amount he received for such training and his full salary.

Any permanent employee who is called out on emergency duty by any of the established armed forces reserve training units or by the Michigan National Guard shall be paid by the City the difference between the amount he received for such duty and his salary for each day of duty not to exceed five (5) working days. However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.

8. Parental Leave.

A. Process to be Utilized. If a parental leave is desired, employees shall be granted a leave of absence, upon their request, for parental leave, without pay per the Family and Medical Leave Act. Employees are not required to take paid leave.

B. Accrual of Benefits. City paid insurance premiums and leave benefit accruals continue to be paid or accumulated only during twelve (12) weeks while the employee is on unpaid parental leave. All insurance premiums due during the period between twelve (12) weeks and six (6) months shall be paid by the employee.

C. Requirements. The following requirements shall apply to employees who select this leave:

1. The request for parental leave shall be submitted in writing to the Director of Human Resources thirty (30) days prior to the date the unpaid parental leave is to begin, unless circumstances clearly preclude opportunity for such notice. The employee must submit to the Director of Human Resources proper certification of pregnancy, adoption, or election.

2. Approved parental leave will begin on the effective date the child becomes a resident in the employee's home or as approved in writing by the Human-Resources Director prior to the start of the approved leave.

D. Return from Leave. Employees returning from parental leave shall return to their former position. If it no longer exists, returning employees shall exercise their seniority rights as in a layoff.

E. Failure to Return. If an employee fails to return to work within six (6) months after the effective date of the parental leave, their employment is terminated.

9. Special Leave for Outside Civic Activities. Any regular full-time City employee who is called upon to perform special outside civic activity during his regular working period, may upon recommendation of the department head and the approval of the Merit System Board and City Council, receive from the City a sum equal to the difference between the amount he received for such outside activity and the amount he would have received for full-time City employment. An employee called upon to serve jury duty, as a witness in court if called by the City or subpoenaed due to the performance of their City job, or as a pallbearer for a City employee shall receive from the City a sum equal to the difference between the amount he received for such service and the amount he would have received

for full-time City employment upon certification by the department head and the Director of Human Resources.

10. Unpaid Leave. Unpaid leave shall be granted after accumulated paid leave has been exhausted. Such leave shall not exceed two (2) years. Employees returning from such leave within six (6) months shall return to their former position. If it no longer exists, returning employees shall exercise their seniority rights as in a layoff. Employees returning after six (6) months (but before the end of the second year of leave) shall exercise their bumping rights.

For unpaid leaves, the employees health insurance premiums shall be paid by the City for up to three (3) months. After three (3) months, the employee shall have access to the City's Group Health Insurance Plan for which the employee shall pay the entire appropriate Health Plan premium.

11. Absence without Leave. No employee shall absent himself from duty without permission of his department head. In case of illness, the employee shall notify his supervisor or a supervisor by telephone or in person promptly. Absence from duty without leave for three (3) consecutive days shall be deemed a resignation from the City service by the absentee, and upon a report of such absence by the department head to the Merit System Board the absentee shall be removed from the City service and the fact of removal shall be entered in the official minutes; provided that, if any time within ten (10) days the person so absenting himself shall make satisfactory written explanation to his department head and to the Merit System Board of the cause of his absence, he may be reinstated to his position.

ARTICLE 7--COMPLAINT HANDLING

1. Grievance Procedure.

Step 1: Grievance Defined, Employee Step. Any employee with a grievance pertaining to his employment with the City must raise the grievance with his immediate supervisor within five (5) working days after he learns of the complaint or reasonably should have known of its existence. The employee may be represented by his departmental grievance committee member. A grievance shall be defined as any dispute regarding the meaning, interpretations, application or alleged violation of the terms and provisions of this Agreement. The immediate supervisor will give his answer within two (2) working days. Grievances not filed within the time limits shall be considered closed. In a case of dispute or grievance causing the discharge of an employee the dispute or grievance must be filed by the employee directly with the City Manager within ten (10) days of the discharge and thereafter, following the procedure as outlined herein.

Step 2: Written, Department Head. The grievance, if not resolved with the immediate supervisor, must be submitted to the department head in writing within ten (10) working days after the answer in Step 1. The department head will give his written decision within ten (10) working days. In any meeting with the department head, the employee shall be present and be represented by a member of the grievance committee.

Step 3: City Manager/Staff Representative. If not resolved in Step 2, the grievance may be appealed to the City Manager. (The Deputy City Manager may act in lieu of the City Manager.) This must occur within ten (10) working days after the decision is given in Step 2, stating the reasons in writing the department head's answer is not acceptable. The City Manager shall hold a hearing and render a written decision within ten

(10) working days. In any meeting with the City Manager, the employee shall be present and be represented by a member of the grievance committee and the local Union President.

Step 4: Arbitration. If the decision of the City Manager is not satisfactory the grievance may be appealed by the Union within ten (10) working days after the decision of the City Manager.

The parties shall attempt to mutually agree upon an arbitrator. If they cannot agree upon an arbitrator within seven (7) calendar days of the appeal, the Union shall submit its request for arbitration to the Federal Mediation and Conciliation Service (FMCS) and the grievance shall be handled in accordance with the rules of the FMCS.

2. Grievances - General Conditions.

A. Grievance Form. All written grievances shall be on forms containing the following information:

1. Name of employee grieving
2. What happened
3. Where it happened
4. When it happened
5. What section of this Agreement has allegedly been violated
6. What adjustment is requested

B. Time Limits. All time limits in the grievance procedure may be extended by mutual agreement of the City and the Union in writing.

C. Failure to Reply. In the event the City fails to reply to a grievance at any step of the procedure within the specified time limit, the Union may process the grievance to the next step. In the event the employee or the Union does not appeal a grievance from one step to another

within the time limits specified, the grievance shall be considered as settled on the basis of the City's last answer.

D. Arbitration Fees. All fees and expenses of the arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

E. Arbitration Hearing. The aggrieved employee, the local Union President, and one member of the grievance committee will be allowed time off without loss of pay while attending the arbitration hearing. The expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling the witnesses.

F. Transcript. The City or the Union may request a written transcript of the grievance hearing by notifying the arbitrator prior to the first grievance hearing, by a written request with a copy of the request to the other party. The arbitrator upon receiving such request is then authorized to have written transcripts prepared. The original transcript shall be for the arbitrator; with one copy for the City and one copy for the Union. The fees and expenses for preparation and distribution of the transcripts shall be paid by the requesting party with copy of request to the other party.

G. Authority of Arbitrator. The City and the Union agree that in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been subject to discussion. The grievance procedure established is intended to resolve disputes between the parties only over the interpretation or application of the specific provisions of this contract. The arbitrator shall have no power to alter or modify any terms of this Agreement or any supplementary agreement nor rule on any matter except while this Agreement is in full force and effect between the parties.

In the event a case is appealed to arbitration and the arbitrator finds he had no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

H. Final and Binding Decision. There shall be no appeal from the arbitrator's decision, if made in accordance with the jurisdiction and authority granted under this Agreement. The arbitrator's decision shall be final and binding upon the City, the Union and its members, the employee or employees involved. .

I. President and Staff Attendance. The representative of the International Union and Local Union President may be present at any step of the grievance procedure.

ARTICLE 8--EMPLOYEE TERMINATION

1. Layoff. Whenever, because of lack of work or funds, it is necessary to reduce the number of employees within a department, the department head in accordance with the Director of Human Resources will use the following criteria. Consideration shall be given: first to the type of activity to be curtailed; second to class of positions to be affected; and third, to seniority. If a departmental position within a classification is eliminated due to a reduction in force, the departmental employee (employee A) within that classification with the lowest bargaining unit seniority must choose one of the following steps. If he does not qualify for any of the steps, he shall be laid off.

A. Bumping, Same Classification. If there is an employee in the same classification with lower bargaining unit seniority in another City department, (as described in Hourly Compensation Plan), employee A may be transferred to that department to displace that employee.

B. Bumping, Previously Held Classification. If there is an employee with lower bargaining unit seniority in a position within the bargaining unit previously held satisfactorily beyond a probationary period by employee A, employee A may be transferred to displace that employee.

C. Bumping, Department. If employee A has not previously held a position within the bargaining unit satisfactorily, employee A may request a transfer to a position in a classification having an hourly grade rate 3 or below in his own department to displace an employee in that position with lower bargaining unit seniority. Employee A must be able to perform all tasks and duties listed in the job description.

D. Bumping, Bargaining Unit. Employee A may bump into any position in the bargaining unit with the same or lower pay grade for which he is

fully credentialed, or can obtain the appropriate credentials within three (3) months, and for which he is able to perform all the tasks and duties.

E. Lowest Senior Laid Off. If a transfer causes an excess of employees within a classification, the employee with the lowest bargaining unit seniority will also be subject to layoff in accordance with this section.

F. Equal Seniority. When bargaining unit seniority is equal, preference shall be given to the employee with the highest past performance rating.

G. Recall (First Choice). Employees laid off from City service, through no fault of their own, shall be placed on reemployment lists as provided by the Merit System Board and shall have first choice for positions for which they are qualified to be filled in the bargaining unit.

H. Loss of Seniority. Employees laid off for a period of over two (2) years shall be separated from City service.

I. Failure to Accept Reemployment. Employees failing to accept an offer of reemployment for a position for which they are qualified within fifteen (15) calendar days shall be separated from City service.

J. Reduction in Force. If in the lifetime of this agreement, it becomes necessary to cause a reduction in force, employees hired prior to September 14, 1987 will not be involuntarily transferred to the classification of Service Worker. Instead the employee will be transferred to one of those classifications listed in the Hourly Compensation Plan that was in effect on September 13, 1987 in accordance with the Layoff Procedure. Employees hired prior to February 22, 1996 will not be involuntarily transferred to the classification of Custodian.

2. Resignations. An employee resigning from his position whenever possible shall give sufficient advance notice of his intention to enable the City to make proper provisions for the filling of the position. Any employee failing to give such proper notice shall be considered as having left the service not in good standing. All resignations shall be in writing and filed with the department head, the Director of Human Resources and the Merit System Board.

3. Reinstatements. In case of reinstatement of a City employee after leaving the City service, credit shall be given for past service insofar as promotions are concerned if the employee was on an approved leave of absence.

4. Disciplinary Actions. It is recognized by both the City and the Union that the Rules and Regulations of the Merit System Board apply per Article 2 of this labor Agreement. Discipline may be administered only after a timely investigation. Discipline shall be progressive in nature and administered promptly. Any documentation related to discipline shall be placed in the employees personnel file and the employee notified of this action. Records of discipline will be used for the purpose of determining the level of progressive discipline and only items in the employee's personnel file may be used in determining such progressive discipline. Disciplinary actions on file may be removed from the employee's personnel file after a twelve (12) month waiting period upon the written request of the employee, recommended by the Department Head and approved by the Human Resources Director. Disciplinary action, referred to herein, shall not take place in the presence of other employees, except Union representatives. Disciplinary action may take one of the following forms:

A. Warnings. This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violations of a minor nature.

Note: The following forms of disciplinary action will not take place unless a meeting is held with the employee and at the discretion of the employee, a Union Representative.

B. Written Reprimand. This form of disciplinary action may be used for the same reasons as those stated for warning. Normally, written reprimands would be used in those instances where repetition of a violation would be considered serious. A Union representative will be informed of the reprimand upon delivery to the employee. Written reprimands shall be personally delivered to the employee if working and a copy sent to the Union.

C. Suspension. Temporary suspensions not to exceed sixty (60) calendar days within one calendar year, for disciplinary purposes where the violation is serious in nature, but not sufficiently grave for dismissal. A Union representative will be informed of the suspension upon delivery to the employee. Written suspensions shall be personally delivered to the employee if working and a copy sent to the Union.

D. Dismissal. A discharge or permanent separation for disciplinary reasons where the violation is of a serious nature. A Union representative will be informed of the discharge upon delivery to the employee. Written discharges shall be personally delivered to the employee if working and a copy sent to the Union.

5. Ineligible for Re-Hire. An employee, separated from the City service through suspension or dismissal, shall not be hired in any other

department, either on a temporary or permanent basis, unless specifically approved by the Director of Human Resources and the Merit System Board.

ARTICLE 9--INSURANCE

1. Insurance. The City shall provide insurance coverage for the life of this Agreement at full City cost unless otherwise indicated including:

A. Weekly Indemnity. Optional weekly indemnity benefits providing \$50.00 per week for twenty-six (26) weeks starting from the eighth day for sickness and from the first day for accidental injury off the job. Such insurance shall be optional with individual employees and said employees shall pay the full premium through payroll deduction. New employees may apply within thirty (30) days of hire. Monthly premiums may be adjusted annually by the carrier.

B. Life Insurance. Life insurance for permanent full-time employees in the amount of \$20,000 with double indemnity and; the City shall contribute seven dollars (\$7.00) or the entire monthly premium per month per employee, whichever is less. The employee shall pay the remaining cost which shall be collected through payroll deduction by the City and paid to the insurance carrier.

Except as noted above, the City's responsibility for making life insurance premium payments for the benefit of an employee ceases upon termination; or after thirty (30) calendar days on an approved unpaid leave of absence except for an approved unpaid leave of absence that is the result of a non-job related injury or illness, then the City shall pay the City's share of life insurance premiums for a maximum period of twenty-four (24) months based on a one month payment for each full year of City service at the beginning of the unpaid leave of absence.

Those employees not eligible for City paid life insurance as described in this section may arrange with the City to continue the life

insurance coverage by paying the full cost each month prior to the monthly billing for said insurance to the City.

2. Medical Insurance.

The following medical insurance plan shall be in effect through June 30, 1999:

Blue Cross/Blue Shield Medical Traditional 90/10 with ML riders and certificates: FC, SD, COMP, D45NM, BMT, SOTPE, SAT2, ICMP, HCB1, PSG, VST, CNM, CNP, FAERC, ML, RPS, RM, MMC4, MMCPD, PREF RX, PDCR3, MOPD, BC65, GCPD, BS1, MM65, MMCPD, COB3, GPCST2, MM65AL, MMCPDC, PTB, ASFP, XTMJ, MMXTMJ, SUBRO2, RDC, HMN, GLE-1, TSA, RAPS, NC, RAPS2, GCO, ESRD, CC, CLC.

During the life of this agreement, if average premiums should increase to an amount higher than the following maximum premium increase guidelines, the difference shall be paid by the employees on a proportional basis through payroll deduction or the Union will assume responsibility to structure this BC/BS traditional Medical care coverage to stay within the maximum premium increase guidelines.

For contract year 1996-1997, if the cost to the City is less than a 10% increase per insured unit over the current \$4,475 per insured unit, any amount between \$4,920 and \$4,475 shall be pooled and shared evenly by the participating employees. This employee sharing of savings applies to contract year 1996-1997 only. For contract year 1997-1998, the City agrees to pay the full premium for this plan providing the cost per insured unit doesn't exceed \$5,265. For contract year 1998-1999, the City agrees to pay the full premium for this plan providing the cost per insured unit doesn't exceed \$5,265 plus the rate of inflation as determined by the State of Michigan in the issuance of their allowable percentage increase in taxable value.

Except as noted in this Article the City's responsibility for making health insurance premium payments for the benefit of the employee ceases upon termination; or after thirty (30) calendar days on an approved unpaid leave of absence except for an approved unpaid leave of absence that is the result of a non-job related injury or illness, then the City shall pay the City's share of health insurance premiums for a maximum period of twenty-four (24) months based on a one-month payment for each full year of City service at the beginning of the unpaid leave of absence.

Those employees not eligible for City paid health insurance as described in the Worker's Compensation section may arrange with the City to continue the health insurance coverage by paying the full cost each month prior to the monthly billing for said insurance to the City.

The City shall continue to pay the premiums for retired employees, their spouses and dependents in accordance with the following table providing, however, in the event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouse's insurance will cease. In the event of the death of a retired employee, the employee's spouse and any dependents shall be eligible to be included in the City's group health insurance plan with the City's contribution percentage equal to the particular status category as provided herein, that the retired employee would be in if his death had not occurred.

(Spouse of record is spouse at time of retirement-hereinafter referred to as "spouse".)

RETIREES HOSPITAL AND MEDICAL INSURANCE

Status	City Contribution		
	Percent of Total Cost		
	Retired Prior To 9/14/87	Retired After 9/13/87	Hired After 7/1/96
1. Single - under age 65	60	100	50
2. Single - under age 65 with dependents	60	100	50
3. Single - age 65 or over	100	100	50
4. Single - age 65 or over w/dependents - emp. dep.	100 60	100 100	50 50
5. Married - employee and spouse under 65	60	100	50
6. Married - employee and spouse under age 65 w/dep.	60	100	50
7. Married - employee age 65 or over and spouse under 65	emp. 100 spouse 60	100 100	50 50
8. Married - employee age 65 or over, spouse under 65 with dependents	emp. 100 spouse 60	100 100	50 50
9. Married - employee and spouse age 65 or over	100	100	50
10. Married - employee and spouse age 65 or over with dependents	emp/spouse 100 dependents 60	100 100	50 50
11. Disability pension (however disabled) including spouse and dependents, if any	100	100	100

Retirees obtaining medical coverage under the City's insurance will continue to be invoiced for their share, if any.

An employee taking a deferred retirement and electing to remain in the City's hospital and medical program shall pay the full cost of the premium, in advance each quarter. At such time as an employee on a deferred retirement starts receiving retirement benefits, the provisions outlined shall apply.

The City shall continue to pay the insurance premiums for the spouse and dependents of employees killed or fatally injured in the line of duty, providing, however, such obligation to pay the premium shall cease upon remarriage of the spouse.

Union agrees to \$3.00 per pay pre-funding for all full time employees and proposes language that would include the following:

- Establish trust fund with oversight committee
- Trust fund moneys used for those retiring after December 1, 1995 only
- Quarterly report of fund to secretary/treasurer of USWA Local 14009
- Employees leaving city employment prior to retirement shall be reimbursed his/her contributions plus interest
- At the time that the trust fund exceeds the city's current liability, contributions will cease

Employees hired on or after July 1, 1996 will be eligible for continued medical insurance coverage when they retire from the City, providing they pay 50% of the premium. The City will pay the other 50%.

ARTICLE 10--RETIREMENT

The City shall provide the C-2 with B-1 benefit plan of the Michigan Municipal Employees Retirement System pension program with Benefits E, E-1 and E-2 and waiver of 47(f), for the life of this Agreement.

Effective September 14, 1990: Employer pays contribution for employees with five (5) years of full-time City employment. For employees with less than five (5) years of full-time City employment, the employee shall contribute 5.5% of earnings.

Effective September 14, 1991: The City shall provide the B-4 plan of the Municipal Employees Retirement System pension program with benefits E, E-1 and E-2, waiver of 47(f), for the life of this agreement.

Effective July 1, 1996: The City shall provide the B-4 plan of the Municipal Employees Retirement System pension program with benefits E, E-1 and E-2, F-55-20, for the life of this agreement. The City pays the contribution for employees with five (5) years of full-time City employment. For employees with less than five (5) years of full-time City employment, the employee shall contribute 5.5% of earnings.

Effective July 1, 1997: The City shall provide the B-4 plan of the Municipal Employees Retirement System pension program with benefits E, E-1 and E-2, F-55-20, and FAC-3 for the remaining life of this agreement. The City pays the contribution for employees with five (5) years of full-time City employment. For employees with less than five (5) years of full-time City employment, the employee shall contribute 5.5% of earnings.

Effective July 1, 1998: The City will pay the contribution for all full-time City employees.

ARTICLE 11

JOB EVALUATION AND RECOMMENDATIONS BY THE JOB EVALUATION COMMITTEE

1. Job Evaluation (JE).

A. Agreed upon Procedure (JE). It is agreed that the City's established job evaluation procedure, which has been used to evaluate all jobs, shall continue to be used as the basis for establishing the rates for all new jobs and for measuring the extent to which the value of a job may be affected by any changes which may occur in existing job duties. This established job evaluation procedure shall not be changed unless by mutual consent of the Union and the City.

B. Evaluating New Job. In creating a new job the City shall describe, in writing in prescribed format, the job as the City wants it to be performed. The Job Evaluation Committee, from the job description, shall use the established procedure to evaluate the job and make its recommendation to the Merit System Board as to the proper wage rate and classification for the job. Such recommendation must be made by the unanimous agreement of the Committee.

C. Evaluating Changed Jobs. Whenever any changes are to be made in a job description which will involve additions or deletions of the work duties of the job, the revised description shall be evaluated by the Job Evaluation Committee the same as for a new job.

2. Recommendations by the Job Evaluation Committee.

A. Recommendations. The Union and the City agree that the unanimous recommendation of the Job Evaluation Committee as to the proper classification and wage rate of a job shall be submitted to the Merit System Board. The recommendation may be rejected or approved by the Merit System Board. Detailed reasons for any rejection shall be provided to the

Job Evaluation Committee. Such classification and wage rate, when approved by the Merit System Board, shall be included in the City's Compensation Plan.

B. Composition of Committee. The number of employees representing the Union on the Job Evaluation Committee shall be limited to not more than four (4) whose names shall be submitted to the Human Resources Director in writing by the Union President and the number of administrative representatives shall be limited to not more than four (4). As all decisions of the Job Evaluation Committee must be unanimous, either the Union or the City may elect to proceed on a job evaluation with less than their full representation on the Committee. No representative of either party shall be replaced by a temporary representative for an evaluation meeting. Every attempt shall be made to set meeting dates when sufficient representation shall be available.

ARTICLE 12--CITY RESPONSIBILITIES

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

Before the City exercises its right to purchase the services of others, contract or otherwise, the City agrees to discuss with the leadership of 14009, any decisions involving contracting of work currently performed by members of Local 14009 and to offer the Union the opportunity to present a competitive proposal to any bid. Such proposals must be presented within forty-five (45) days after the opening of the bids and the Union has been notified. The Union, and its members, will not take any action against the City for failed competitive opportunities as a result of the City exercising its right to purchase the services of other, contract or otherwise.

ARTICLE 13--NO STRIKE/NO LOCKOUT

There shall be no picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

In the event of a strike, work stoppage, picketing or other curtailment, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

The City shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in or gives leadership to any activity herein prohibited.

ARTICLE 14--MISCELLANEOUS

1. Notice of Violation. It is expressly agreed by the parties hereto that nothing contained in this section or in any part of this Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint or contention, and the latter party, after having been allowed a responsible opportunity to correct the same, shall fail to do so within ten (10) days of notification by the other party.

2. Seniority List. The City and bargaining unit seniority list shall be revised to reflect the employee's City seniority status of April first (1st) and October first (1st) of each year and shall be posted within thirty (30) days thereafter. Employees finding errors to their seniority rating after the posting shall raise objections through their immediate supervisor. Each time the seniority list is revised, a copy shall be furnished to the Union President.

3. Lunch Rooms and Lockers. The City agrees to furnish employees with clean and sanitary places in which to eat. The City also agrees to furnish at least one locker to each employee and that lockers and washrooms will be maintained in a reasonably clean condition taking into consideration the age and condition of the facilities. Employees likewise must cooperate in practicing good housekeeping habits at all times.

4. Work Assignments.

A. Temporary Assignments to Higher Classification. Temporary work assignments at a higher classification on day-to-day basis are required to provide for vacation, illness, or other operational requirements.

Employees shall be required to accept such temporary work assignments unless they have submitted a written request, prior to the work assignment, stating their desires not to work above their own classification. Request to not work above their own classification will be honored, except in emergencies (as declared by the department or assistant department head), for a minimum period of one year at which time the employee shall be notified that he has thirty (30) calendar days to withdraw his statement. Failure to withdraw his statement shall extend the statement for one additional year. Any written statements withdrawn cannot be resubmitted for the term of this written Agreement. Pay for work above classifications shall be in accordance with the Compensation Plan.

B. Temporary Assignments to Same Pay Grade. Temporary work assignments in lateral classifications at the same pay grade may be required to provide for vacation, illness, or other operational requirements. The employee with the lowest classification seniority shall be required to accept such temporary work assignments. An employee in the classification of Laborer/Service Worker (Public Works) must accept temporary work assignment to the classification of Sanitation Equipment Operator and any written request such employee has filed pursuant to A. above shall not apply.

C. Temporary Assignments to Lower Classifications. Temporary work assignments in lower classifications also may be required to provide for vacation, illness or other operational requirements. The employee with the lowest classification seniority shall be required to accept such temporary work assignments. However, before a temporary work assignment to the lower classification of Sanitation Equipment Operator is made the assignments will first be taken from Laborer/Service Worker (Public Works). Employees

shall be required to accept such temporary work assignments. Pay for work in lateral or lower classifications shall be at the employee's regular pay grade rate.

5. Wash Up Time. Each employee shall be allowed paid wash up time as follows: five (5) minutes prior to lunch time, and up to ten (10) minutes prior to the end of the work shift, for the sole purpose of cleaning and personal hygiene. Those employees who require a longer wash up period or a wash up period different than provided may do so with approval of their immediate supervisor. For recurring cases or for a different regular schedule approval of the department head is required in advance.

6. Rest Periods. All employees will be entitled to one fifteen (15) minute rest period at or near the midpoint of the first half of their shift and a fifteen (15) minute rest period break at or near the midpoint of the second half of their regular work shift at a time designated by the City, but shall be required to remain at their work station until the start of such break period and be back at their work station and resume work at the end of such break period. Each employee is expected to use good judgment in the use and scheduling of their breaks, as City employees and City vehicles are easily distinguished by the public. The same break schedule applies to overtime.

7. Stockroom Economics. In the event a garage crew is required to work overtime, the following criteria will be used in manning the garage stockroom to maintain an economical operation:

A. If four (4) or less hourly garage employees are working overtime, the stockroom duties shall be performed by one of the four (4), in conjunction with his normal duties under the direction of the supervisor.

B. If more than four (4) hourly garage employees are working overtime, a Stock Clerk will be offered overtime in accordance with overtime distribution procedures.

The above shall not be construed to prevent a supervisor from issuing and checking in vehicle keys, foul weather gear, gloves and hand tools for use by other than garage personnel.

8. Seniority. Effective September 14, 1987, there shall be three types of seniority in this bargaining unit.

A. Classification Seniority. Classification seniority shall be used for shift preference when vacancies occur or when new shifts are required. Classification seniority is the privileged status, within the classification in which the employee works, attained by accumulated service from time of latest entry into the classification.

B. Bargaining Unit Seniority. Bargaining unit seniority shall be used as a consideration in layoffs and recall. Bargaining unit seniority is the privileged status, within this bargaining unit, attained by accumulated service from time of latest entry into this bargaining unit. Bargaining unit seniority shall be used for layoffs and recall in place of seniority throughout this agreement.

C. City Seniority. City seniority shall be used as a determinate of vacation crediting and other such benefits and preference. City seniority is the privileged status, for employees covered by this Agreement, attained by service from time of latest entry into permanent full-time City employment.

D. Probation Period. The first six (6) months of continuous service of a new hire will be a probationary period during which time an employee has no seniority standing and will be subject to release in the sole

discretion of the City. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated back to the beginning of his employment.

Classification seniority shall terminate upon leaving that classification. Bargaining unit seniority shall terminate upon leaving the bargaining unit.

E. Seniority Accumulation. An employee's City seniority shall continue to accumulate during the first one (1) year of a leave of absence without pay. However, after this period, seniority shall only be retained until the employee returns to work or is separated from City service.

City seniority shall accumulate during a period of leave for military service, provided the employee files an application for reemployment within ninety (90) days from date of discharge from military service.

City seniority shall terminate if an employee resigns, is discharged for cause, or laid off for over two (2) years.

F. Grievance/Negotiating Committee Preferential Seniority. Members of the Grievance/Negotiating Committee as identified in Article 1, Section 7, shall have the highest bargaining unit seniority in their respective departments. This preferential seniority cannot be used for promotional consideration nor can such seniority be used to resist demotion within a department, but this preferential seniority can be used to hold a job in a department as long as there is work one can do.

9. Copies of Agreement. The City will provide one hundred sixty (160) readable copies of this Agreement to the President of the local Union.

10. Payday. Effective September 30, 1994, the City shall pay employees biweekly, i.e. every two (2) weeks.

11. Americans Disabilities Act. The City and the Union recognize the Americans with Disabilities Act, or A.D.A., as described by law.

ARTICLE 15--DURATION

This Agreement shall be and remain in full force and effect from July 1, 1996 and shall continue in full force and effect until June 30, 1999 and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the ninetieth (90th) day preceding the anniversary date in 1999 or in successive years, shall notify the other party hereto in writing of its desire to modify same.

The Union President and one other Union Member of the Union's choice, shall have complete access to all medical insurance, information, and all financial data, pertinent to the Medical Insurance Agreement in question. It is understood that this access does not include personal confidential medical information.

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

HOURLY COMPENSATION PLAN
EFFECTIVE JULY 1, 1996

	<u>Classification</u>	<u>Starting Rate</u>	<u>End of 26 Wks</u>	<u>End of 52 Wks</u>	<u>End of 2 Yrs</u>	<u>End of 3 Yrs</u>
1A	Library Custodian	6.18		6.95		
1	Service Worker	6.87	7.34	8.60	9.43	10.28
1B	Laborer (DPW)	10.53	11.37	12.99		
2	Gatehouse Attendant	10.11	10.92	12.50		
3	Handyperson Laborer/Operator	10.78	11.59	13.23		
4	Motor Bus Opr/Coord Sanitation Equipment Opr Water Serviceman	11.03	11.82	13.53		
5	Equipment Operator Garage Serviceman Stock Clerk Traffic Painter Wastewater Serviceman	11.22	12.08	13.73		
6	Tender Truck Operator Filter Opr (Wastewater)	11.46	12.27	14.02		
7	Building Maint Coord Facilities Maint Person Golf Course Facil Maint Person Plant Maintenance Operator Senior Utility Man	11.67	12.52	14.23		
8	Forestry Worker Heavy Equipment Opr (DPW) Heavy Equipment Opr (P & R) Heavy Equipment Opr (Water) Heavy Equipment Opr (Landfill) Water Service Mechanic	11.89	12.69	14.47		
9	Plant Opr (Wastewater) Streets Division Mechanic	12.08	12.95	14.71		
10	Opr Mechanic (Wastewater)	12.36	13.16	14.98		
11	Heavy Motor Equip Mech	12.54	13.40	15.23		
12	Open	12.81	13.60	15.54		
13	Wastewater Plant Mech	13.04	14.53	15.80		
*	PT Motor Bus Opr/Coord (Hired before 9/14/87) PT Bus Driver	11.03 7.90	----- -----	13.30 9.82		
	In lieu of benefits \$.50/hr.					

HOURLY COMPENSATION PLAN

EFFECTIVE JULY 1, 1997

	<u>Classification</u>	<u>Starting Rate</u>	<u>End of 26 Wks</u>	<u>End of 52 Wks</u>	<u>End of 2 Yrs</u>	<u>End of 3 Yrs</u>
A	Library Custodian	6.33		7.12		
1	Service Worker	7.04	7.52	8.82	9.67	10.54
1B	Laborer (DPW)	10.79	11.65	13.31		
2	Gatehouse Attendant	10.36	11.19	12.81		
3	Handyperson Laborer/Operator	11.05	11.88	13.56		
4	Motor Bus Opr/Coord Sanitation Equipment Opr Water Serviceman	11.31	12.12	13.87		
5	Equipment Operator Garage Serviceman Stock Clerk Traffic Painter Wastewater Serviceman	11.50	12.38	14.07		
6	Tender Truck Operator Filter Opr (Wastewater)	11.75	12.58	14.37		
7	Building Maint Coord Facilities Maint Person Golf Course Facil Maint Person Plant Maintenance Operator Senior Utility Man	11.96	12.83	14.59		
8	Forestry Worker Heavy Equipment Opr (DPW) Heavy Equipment Opr (P & R) Heavy Equipment Opr (Water) Heavy Equipment Opr (Landfill) Water Service Mechanic	12.19	13.01	14.83		
9	Plant Opr (Wastewater) Streets Division Mechanic	12.38	13.27	15.08		
10	Opr Mechanic (Wastewater)	12.67	13.49	15.35		
11	Heavy Motor Equip Mech	12.85	13.74	15.61		
12	Open	13.13	13.94	15.93		
13	Wastewater Plant Mech	13.37	14.89	16.20		
*	PT Motor Bus Opr/Coord (Hired before 9/14/87)	11.31	-----	13.63		
	PT Bus Driver	8.10	-----	10.07		

In lieu of benefits \$.75/hr.

HOURLY COMPENSATION PLAN
EFFECTIVE JULY 1, 1998

	<u>Classification</u>	<u>Starting Rate</u>	<u>End of 26 Wks</u>	<u>End of 52 Wks</u>	<u>End of 2 Yrs</u>	<u>End of 3 Yrs</u>
1A	Library Custodian	6.52		7.33		
1	Service Worker	7.25	7.75	9.08	9.96	10.86
1B	Laborer (DPW)	11.11	12.00	13.71		
2	Gatehouse Attendant	10.67	11.53	13.19		
3	Handyperson Laborer/Operator	11.38	12.24	13.97		
4	Motor Bus Opr/Coord Sanitation Equipment Opr Water Serviceman	11.65	12.48	14.29		
5	Equipment Operator Garage Serviceman Stock Clerk Traffic Painter Wastewater Serviceman	11.85	12.75	14.49		
6	Tender Truck Operator Filter Opr (Wastewater)	12.10	12.96	14.80		
7	Building Maint Coord Facilities Maint Person Golf Course Facil Maint Person Plant Maintenance Operator Senior Utility Man	12.32	13.21	15.03		
8	Forestry Worker Heavy Equipment Opr (DPW) Heavy Equipment Opr (P & R) Heavy Equipment Opr (Water) Heavy Equipment Opr (Landfill) Water Service Mechanic	12.56	13.40	15.27		
9	Plant Opr (Wastewater) Streets Division Mechanic	12.75	13.67	15.53		
10	Opr Mechanic (Wastewater)	13.05	13.89	15.81		
11	Heavy Motor Equip Mech	13.24	14.15	16.08		
12	Open	13.52	14.36	16.41		
13	Wastewater Plant Mech	13.77	15.34	16.69		
*	PT Motor Bus Opr/Coord (Hired before 9/14/87) PT Bus Driver	11.65 8.34	----- -----	14.04 10.37		

In lieu of benefits \$.75/hr.

Comp. 2 Establishment of Rates Within the Wage Ranges

Pay intervals and increases for new employees shall be according to the following:

- A. For the first twenty-six (26) weeks after appointment the employee shall receive the minimum rate of the range.
- B. After completion of the first twenty-six (26) weeks of service, the employee shall receive the rate of pay prescribed for the second pay interval.
- C. After completion of fifty-two (52) weeks of service, the employee shall receive the maximum of the pay range.
- D. Pay increases provided for in sections A., B., and C. are automatic upon completion of service therein provided.

Comp. 3 Promotions

Should any employee be promoted into a higher classification, he shall receive the same rate of pay prescribed for in the present classification or the higher rate, whichever is greater. After completion of twenty-six (26) weeks of service, the employee shall receive the maximum rate of the range.

Comp. 4 Rates Other than Regular Classification

A. Employees called upon to perform work other than their regular classification for a period of at least two (2) hours shall receive the rate of the assigned job or their own, whichever is the higher, and be paid at the same rate interval in the Grade Rate of the assigned classification as that in which they are paid in their own classification.

B. An employee temporarily assigned to a job in a higher paid classification and who has held such temporary assignment for at least thirty (30) consecutive calendar days, shall be paid the evaluated base

rate of the higher classification for paid vacation, sick leave, holidays and personal emergency leave. Also an employee, receiving a thirty (30) consecutive calendar day or longer temporary assignment after a posting of a job, shall be paid at the higher classification for sick leave, vacation, holidays and personal emergency leave from the date of assignment.

Comp. 5 Seasonal and Temporary Employment

Nothing in this contract shall be construed to prevent the City from paying seasonal and temporary employees who work less than one thousand forty (1040) hours in any twelve (12) consecutive month period at a rate less than that of a full-time permanent employee. No seasonal or temporary employee will replace a permanent full-time job or employee in excess of thirty (30) days without the mutual consent of the parties.

The City agrees not to employ temporary or seasonal employees to replace laid off regular full-time employees.

Seasonal and temporary employees will not be allowed to work more than forty (40) hours in a work week except when completing a job in progress or during emergencies declared by the department head.

Comp. 6 Miscellaneous Rate Changes

A. Shift Differential. For work between the hours of 4:00 p.m. and 12:00 midnight, a bonus of twenty-five (25) cents per hour {effective February 15, 1994 - fifty (50) cents per hour} shall be paid. For work between the hours of midnight and 8:00 a.m., a bonus of forty-four (44) cents per hour {effective February 15, 1994 - seventy-five (75) cents} per hour shall be paid.

Employees other than shift men shall receive the same premium except day shift employees are not eligible for shift differential during their

regular work day and the shift premium payment shall coincide with the normal work hours for day employees. Overtime will be paid on the rate, including premium, if any, in effect at the time overtime occurs.

B. Task Coordinator Rate. When there are three (3) or more employees assigned to accomplish a task or project, one of the employees may be assigned as a task coordinator. Each of the employees involved in accomplishing the task or project is expected to perform all of the duties in their classifications. To add direction to accomplishing the goals of the City from those employees involved in a task or project, one of them may be assigned as TASK COORDINATOR. Task coordinators will be responsible for coordinating the equipment, tools, materials, and records for the job. Also in the event of a job holdup, the coordinator shall notify supervision so that corrective action may be taken. When an employee is working as a task coordinator, the employee will be paid forty-five (45) cents per hour over the employee's regular rate of pay only while assigned as a task coordinator.

The City shall decide when and who will be assigned as task coordinator, but employees will have the right to refuse the assignment.

C. Odd Schedules. An employee working an odd schedule which requires him to work either Saturday or Sunday at least once each three weeks, shall be paid twenty (20) cents per hour {effective February 15, 1994 - seventy (70) cents per hour} above the authorized rate. Odd schedule employees shall be granted at least one Saturday and Sunday off every fourth week.

D. Overtime. Employees paid on an hourly basis and who work at schedules calling for eight (8) or ten (10) hours per day and forty (40) hours per week shall receive time and one half (1 1/2) pay for all hours worked other than their normal shift, except as specified in Section E. below, and Article 5, Holidays, of this Agreement.

The City, in the administration of overtime assignments, will make every effort to distribute overtime equally to employees in the same job classification.

Each department shall keep overtime records showing overtime worked and overtime refused. All records shall be updated weekly and posted. The sum of overtime worked and overtime refused shall be used in determining the employee with the least hours. When overtime is required it shall be offered to the eligible employee in each classification who has the least number of recorded hours to his credit except in extreme emergencies where time is of the essence. Employees who are on paid benefit time or are on an unpaid leave of absence shall not be eligible for or be required to work overtime from the time they leave their last day of work until they begin their next scheduled shift of work. Short periods of overtime required to complete a job started during a regular shift shall be exempt for this procedure.

At the end of each contract year, the amount of hours recorded for the employee with the lowest number of hours shall be subtracted from all other recorded amounts. The low employee shall then start the next year with zero (0) hours.

New employees within a classification and employees returning from periods of ineligibility extending beyond thirty (30) calendar days, will assume the highest number of hours posted.

When an employee has worked four (4) hours without a lunch period and can reasonably expect to work four (4) hours of overtime, he shall be allowed thirty (30) paid minutes to eat prior to working the next four (4) hour period or as soon as the work schedule permits.

Employees who are working overtime on a regular scheduled shift shall eat lunch as provided for that schedule

Except in an extreme emergency, no employee will be called upon to work more than twenty (20) consecutive hours nor will the City be obligated to offer overtime work which would require an employee to work in excess of twenty (20) consecutive hours.

It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary for employees to work overtime. Overtime hours scheduled will be on a voluntary basis. However, if the required number of employees is not obtained on a voluntary basis, the low seniority employees, in that classification, will be expected to work.

An unanswered phone will not be treated as a refusal of overtime. An answering machine which leaves no forwarding number will be counted as a refusal if the City Representative leaves a message that a call for overtime was made. In the event a forwarding number is left, the City Representative will leave a message that a call for overtime was made and will call the number and receive an acceptance or a refusal. If no contact is made with the employee at the forwarding number it will be charged as a refusal.

E. Premium Pay on Day Schedules. Time and one half will be paid for work performed on Saturday and double time will be paid for work performed on Sunday, except for Comp. 6 C., Odd Schedules.

F. Holiday Premium Pay. Employees who work on a holiday designated as a paid holiday in Article 5, in addition to any holiday pay for not working to which they may be entitled shall be paid time and one half their base rate for all hours they work during their normally scheduled hours on the holiday and double time for all other hours they work-on such holiday.

Odd schedule employee and Wastewater Treatment Operators shall receive eight (8) hours pay at their evaluated base rate for a holiday when it falls on their scheduled day off.

Comp. 7. Report-In Pay

Employees who report to work without having been properly notified that a full day's work does not exist shall receive a minimum of four (4) hours pay during which time they shall perform such work within their department as may be reasonably assigned to them.

Comp. 8. Emergency Call-In Pay

The minimum pay for work for an applicable employee called in for emergency work unless prearranged is four (4) hours at straight time plus shift differential for hours worked in addition to hours the employee works on his regular shift. Any work assignment scheduled prior to the end of the employee's work shift or with twelve (12) hours notice on a weekend before starting to work shall be considered as prearranged and shall assure the employee a minimum of two (2) hours pay.

Employees who are available to start work prior to their normal scheduled starting time and are requested by supervision to start work early

because of unusual circumstances or emergency conditions, shall receive one half (1/2) hour pay or pay for the actual time worked prior to start of the employee's regular shift, whichever is greater. This same compensation shall apply to employees called in prior to the start of their regular shift to cover for another employee on personal emergency leave.

Comp. 9 Standby Pay

Employees who are requested to standby on weekends or holidays shall receive pay as follows in addition to any pay he is entitled to, if called in for active work: .

Saturday, Sunday or holiday - two (2) hours of straight time

Weekdays - one (1) hour of straight time

Standby is for any twenty-four (24) hour period. Pay will be at the hourly rate in which the greatest portion of standby time occurs. Employees called in while on standby shall not be eligible for emergency call-in pay, but shall receive a minimum of two hours straight time pay for each call in or pay for the actual time worked, whichever is greater.

Said standby service shall be on a voluntary basis and only when authorized and assigned by the department head in writing.

Comp. 10 Personal Emergency Leave Pay

To help employees meet personal emergency needs, up to eight (8) paid hours of time off per year will be allowed which may be used in blocks of one or more full hours or one half hour at the end of the day. All unused emergency time may be carried over from one calendar year to the next calendar year to a maximum accumulation of twelve (12) hours.

Comp. 11 Personnel Rules and Regulations

All employees under the Merit System shall be governed by the Rules and Regulations of the Merit System Board made effective October 15, 1979, and all amendments thereto.

Comp. 12 Certificate Pay-Heavy Motor Equipment Mechanic

Employees who are in the job classification of Heavy Motor Equipment Mechanic shall be paid fifty dollars (\$50.00) per certificate up to a maximum of ten (10) certificates that are issued under the State of Michigan Certification Program when the following conditions are met:

A. The Heavy Motor Equipment Mechanic has the following five (5) valid certificates of certification:

(These certificates do not qualify for payment.)

1. Engine repair (gasoline)
2. Manual transmission front and rear axle
3. Front end and steering systems
4. Brakes and braking systems
5. Electrical systems.

B. All certificates are obtained at the expense of the employee, including time off to obtain certificates.

C. Payments are to be made annually during the month of December of each year for certificates filed in the Personnel Department as of December 1st.

Comp. 13 Apprentice Mechanic

Mutually agreed that a Heavy Equipment Mechanic Apprentice shall be permitted to work alone as set forth below:

A. Zero to 2000 hours with mechanic at all times.

- B. 2000 to 4000. Two hours alone per eight (8) hour shift.
- C. 4000 to 8000 hours. Four hours alone per eight (8) hour shift.

The above portion shall not be made mandatory but made available for the use of supervision to each independent on-the-job training to the apprentices.

Mutually agreed that when a Heavy Motor Equipment Mechanic Apprentice successfully completes the apprentice program he will be promoted to the position of Heavy Motor Equipment Mechanic.

Comp. 14 Easter Pay

Those employees whose normal work schedule requires them to work on Easter Sunday shall be compensated at two (2) times their normal rate of pay for the first eight (8) hours worked of their regularly scheduled day. Employees who are requested to work overtime on Easter Sunday will be paid normal overtime rates. Not applicable to part-time employees.

Comp. 15 Mechanic Allowance

The City will reimburse each Heavy Motor Mechanic up to \$450 per year for tool and uniform purchases and replacement, upon presentation of receipt.

Comp. 16 Fungicide, Herbicide, Pesticide, Chlorine Certificate

The City will pay the holder of one or any combination of the above certificates, which are deemed by the Department Head to be job related \$450 per year.

Comp. 17 Landfill Premium

Effective February 15, 1994, all employees assigned to work at the Landfill shall be paid seventy (70) cents per hour above the authorized rate.

Comp. 18 Water Distribution Certificate Pay

Employees who are in the Water Distribution Department, who hold certificates issued by the State of Michigan Health Department shall be eligible to receive payments per the schedule below, annually during the month of December:

S-1	\$850	S-3	\$250
S-2	\$450	S-4	\$150

WASTEWATER TREATMENT PLANT SUPPLEMENT TO THE AGREEMENT
BETWEEN THE CITY OF MIDLAND, MICHIGAN AND THE
UNITED STEELWORKERS OF AMERICA, ALF-CIO-CLC,
ON BEHALF OF LOCAL UNION 14009

Effective September 14, 1987

Employees in the following classifications are covered by this supplement:
Plant Operator (Wastewater), Filter Operator (Wastewater), Operator/Mechanic
(Wastewater), and Wastewater Treatment Plant Mechanic.

1. Holiday shall mean 12:00 midnight.
2. There shall be no special Saturday or Sunday work premiums paid to employees covered by this supplement.
3. The employees covered by this supplement shall not qualify for "odd schedule" premium payments unless schedule changes are made in the future which differ from existing departmental practice and such schedules are not what is commonly known as a "normal schedule". The definition of "odd schedule" on page A-6 shall not apply.
4. The Operator/Mechanic (Wastewater) who works as a Plant Operator (Wastewater) shall receive twenty (.20) cents per hour premium for all hours worked in a work week that he works as a Plant Operator on either Saturday or Sunday.

Effective February 15, 1994, eliminate twenty (20) cents premium. Pay to each Operator Mechanic a one time payment of \$100.00.

two (2) times his regular rate for all hours worked. Only one day per workweek shall be paid at the two (2) times rate.

7. Operator's License Premium. Employees in the following positions are required to function as a Wastewater Plant Operator on a regular basis or as assigned and shall be paid an operator's license premium as follows to encourage gaining knowledge in Wastewater Plant operation: Wastewater Treatment Plant Operators, Operator-Mechanics, Plant Mechanics, and Filter Operators. Employees who hold certificates granted by the Michigan Department of Natural Resources shall receive additional compensation to be paid on the first payroll in December of each year as follows:

Class C Certificate	\$300 per year
Class B Certificate	\$550 per year
Class A Certificate	\$650 per year

8. Washer and Dryer. A washer and dryer shall be provided and maintained by the City in the Wastewater Treatment Plant to permit employees to launder work clothes on the job.
9. An employee of the Wastewater Department when working as a single operator responsible for equipment and/or product, in a building or buildings, shall on those shifts other than days Monday through Friday, be paid an additional twenty (20) cents per hour.

PART-TIME MOTOR BUS DRIVER SUPPLEMENT TO THE
AGREEMENT BETWEEN THE CITY OF MIDLAND, MICHIGAN AND THE
UNITED STEELWORKER OF AMERICA, AFL-CIO-CLC,
ON BEHALF OF LOCAL UNION 14009

Effective September 14, 1987

The following addendum shall constitute the complete agreement between the City of Midland and the United Steelworkers of America, Local 14009 covering part-time Motor Bus Drivers represented by the United Steelworkers of America.

The only articles and provisions of the current agreement that are applicable to part-time Motor Bus Drivers are those specifically indicated "as applicable in agreement" in this addendum.

AGREEMENT

"As applicable in Agreement"

ARTICLE 1

1. Bargaining Unit. The City recognizes the Union as the sole collective bargaining agency in respect to wages, hours and other working conditions for all permanent, part-time Motor Bus Drivers. The use of a specific pronoun referring to gender has no significance as it is intended to apply equally to males and females.

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.

2. "As applicable in Agreement"
3. "As applicable in Agreement"
4. "As applicable in Agreement"
5. "As applicable in Agreement"
6. "As applicable in Agreement with one steward from the Dial-A-

Ride Department.

- B. "As applicable in Agreement"
 - C. "As applicable in Agreement"
 - D. "As applicable in Agreement"
 - E. "As applicable in Agreement"
 - F. "As applicable in Agreement"
7. "As applicable in Agreement"

ARTICLE 2

1. "As applicable in Agreement"
2. "As applicable in Agreement"
3. "As applicable in Agreement except the probationary period shall

be 1040 worked hours.

4. "As applicable in Agreement"

5. Promotion. Part-Time Bus Drivers are eligible for promotion to full-time Motor Bus Operator/Coordinator only. All vacancies in the full-time Motor Bus Operator/Coordinator classification shall be offered first to the Part-Time Motor Bus Drivers in the order of their seniority. In the event the vacancy cannot be filled in this manner, it will then be considered outside the jurisdiction of this Supplement and will be filled in accord with the Agreement, Article 2, Personnel Ordinance, 5. Filling of a Vacancy. Part-Time Dial-A-Ride Drivers with two years of seniority who so desire will have their names certified to the Library Director with the top

five finishers from the open competitive process. The automatic promotion clause in the contract will not apply to this position.

ARTICLE 3

Compensation Plan

See Compensation Plan, Exhibit A.

ARTICLE 4

Workweek and Hours of Work

1. The regular workweek shall be from 12:01 a.m. Monday to 12:01 a.m. the following Monday. The maximum number of hours per week for Part-Time Drivers shall be thirty (30). Work shall be scheduled in minimum three (3) hour blocks with minimum three (3) hour breaks in between such blocks. Should transportation demands require that Part-Time Drivers be asked to work beyond their scheduled shift end time, employees may refuse except that the lowest seniority Part-Time Driver on duty may be required to perform this work. The actual work schedule shall be determined by the department's needs as specified by the department head. Employees who are scheduled to work four (4) or more hours in one day shall receive one fifteen (15) minute break for each four (4) hour increment of time worked. Employees scheduled to work three (3) consecutive hours shall receive one ten (10) minute break. Additionally, any employee scheduled for six (6) or more hours in one day shall be entitled to one-half (1/2) hour unpaid lunch period as the work schedule permits. Employees shall be required to work at least ten (10) hours per workweek and shall be offered at least ten (10) hours per workweek unless a prearranged schedule is approved by the department head.

Paid lunch time shall be allowed or required as determined necessary by the department head or designated representative only when it is necessary for the employee to be in attendance at his work site such as

continuous operation or when the time or travel is excessive, then the employee shall eat at the job site. A paid lunch period of not more than twenty (20) minutes shall be taken as the work schedule permits.

Actual schedules shall be as prescribed by the department head or designated representative.

2. Part-Time shift schedules shall be posted by 4:00 on the Thursday prior to the workweek. The shift schedule may be changed at any time to fill any vacancies created by prior approved vacation leaves, sick leaves, absences of part-time employees or transportation demands.

3. "As applicable in Agreement"

ARTICLE 5

Holidays

Part-Time Motor Bus Drivers who work on a designated holiday as specified in the agreement shall be paid one and one-half (1 1/2) times their base rate of pay for all hours so worked. No shift differential shall be paid for holiday work.

ARTICLE 6

Leaves of Absence

In lieu of any other consideration for paid leave including but not limited to paid vacation leave, paid sick leave, paid personal holiday, personal leave, military leaves, maternity leave, special leave for outside civic activities and paid holiday leave, etc., part-time Motor Bus Drivers shall receive fifty (50) cents per hour worked in addition to their regular salary after completion of their probationary period. It is further agreed that this benefit will increase to seventy-five (75) cents per hour worked in addition to their regular salary after completion of their probationary period effective July 1, 1997.

1. Worker's Compensation. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under the State of Michigan Worker's Compensation Laws.

ARTICLE 7

Complaint Handling

1. Union - Administration Meetings. "As applicable in Agreement"
2. Grievance Procedure. "As applicable in Agreement"

ARTICLE 8

Employee Termination

1. Layoff. Whenever, because of lack of work or funds, it is necessary to reduce the number of permanent part-time Motor Bus Drivers within a department, the department head in accordance with the Human Resources Director shall lay employees off by seniority. The permanent part-time Motor Bus Drivers with the least seniority shall be laid off first. When City seniority is equal, preference shall be given to permanent part-time Motor Bus Drivers with the highest past performance rating. A permanent part-time Motor Bus Driver laid off from City service through no fault of his own shall be placed on the reemployment list for six (6) months and shall have the first opportunity to accept a position of part-time Motor Bus Driver should such a position become available. Rejection of an offer by the employee to a position of part-time Motor Bus Driver shall fulfill the City's obligation and the employee shall be terminated. Part-Time Motor Bus Drivers who are on lay-off may apply for permanent full-time Motor Bus Driver position through the promotional process.

2. "As applicable in Agreement"
3. Not applicable

4. "As applicable in Agreement"

5. "As applicable in Agreement:

ARTICLE 9

Insurance

Not applicable.

ARTICLE 10

Retirement

As per Administrative Regulation No. 411

ARTICLE 11

Job Evaluation and Recommendations

by the Job Evaluation Committee

"As applicable in Agreement"

ARTICLE 12

City Responsibilities

"As applicable in Agreement"

ARTICLE 13

No Strike - No Lockout

"As applicable in Agreement"

ARTICLE 14

1. Notice of Violation. "As applicable in Agreement"

2. Seniority List. "As applicable in Agreement"

3. Lunch Rooms and Lockers. "As applicable in Agreement"

4. Work Assignments. Not applicable

5. Wash Up Time. Each employee shall be allowed five (5) minutes

of paid wash up time prior to lunch and the end of the work shift.

6. Rest Period. As specified in Article 4, Workweek and Hours of Work, Section 1 of the Addendum.

7. Stockroom Economics. Not applicable

8. Seniority. Seniority gained in part-time service shall apply to promotion to full-time Motor Bus Operator/Coordinator and layoff of part-time employees only. Part-Time employees promoted to full-time Motor Bus Operator/Coordinator shall be credited vacation, sick leave and other leaves as new hired employees with the date of service starting on the date the employee became a full-time employee.

For those employees promoted to full-time positions before September 14, 1987, they shall receive vacation, merit vacation, and sick leave credit at future creditings using the dates listed in the agreed upon list.

9. Copies of Agreement. The City shall provide each part-time Motor Bus Driver with a copy of the Agreement.

ARTICLE 15

Duration

1. "As applicable in Agreement"
2. Not applicable

EXHIBIT A

Compensation

Comp. 1 - Classification and Rates

A part-time Motor Bus Driver is on probationary appointment as described in Article 2, Section 3 of the Agreement. The beginning rate of pay for a probationary employee shall be the starting rate for part-time Motor Bus Driver as specified under Exhibit A., Compensation, Comp. 1 Classification and Rates. Once the employee successfully completes his

fifty-two week period, his pay rate shall go to the end of the fifty-two (52) weeks step.

Comp. 2 - Establishment of Rates within the Wage Ranges

Not applicable

Comp. 3 - Promotions

Should any employee be promoted to a permanent full-time Motor Bus Operator/Coordinator, he shall receive the rate of pay prescribed for in the second pay interval. After completion of eight (8) weeks of service, the employee shall receive the maximum of the range.

Comp. 4 - Rates Other than Regular Classification

No employee classified as part-time Motor Bus Driver shall be allowed to perform the duties of any classification within this bargaining unit other than their own without a written understanding as described in Article 1, Section 3 of this agreement.

Comp. 5 - Seasonal and Temporary Employment

"As applicable in Agreement"

Comp. 6 - Miscellaneous Rate Changes

A. Shift Differential - Any part-time Motor Bus Driver working between the hours of 6:00 p.m. and 8:00 a.m. shall receive seventeen (17) cents per hour as a shift differential for all hours so worked.

B. Task Coordinator Rate - As applicable in agreement.

C. Odd Schedules - Not applicable.

D. Overtime - Employees paid on an hourly basis and who work more than eight (8) hours in a day shall receive time and one half (1 1/2) pay for all hours worked over eight (8).

The City, in the administration of overtime assignments, will make reasonable effort to distribute overtime equally to all part-time Motor Bus Drivers. The DART office shall keep overtime records showing overtime worked and overtime refused. All records shall be updated weekly and posted. The sum of overtime worked and overtime refused shall be used to determine the employee with the least hours. When overtime is required it shall be offered when possible to the employee who has the least number of recorded hours to his credit except in emergencies where time is of the essence. Short periods of overtime required to complete a job started during a regular shift shall be exempt from this procedure.

When an employee has worked four (4) hours without a lunch period and can reasonably expect to work four (4) hours of overtime, he shall be allowed thirty (30) paid minutes to eat prior to working the next four (4) hour period or a lunch period as soon as the work schedule permits.

Employees who are working overtime on a regular scheduled shift shall eat lunch as provided for that schedule.

Except in an extreme emergency no employee will be called up to work more than sixteen (16) consecutive hours nor will the City be obligated to offer overtime work which would require an employee to work sixteen (16) consecutive hours.

E. Not Applicable

F. Not Applicable

Comp. 7 - Report-In Pay

Employees who report to work for a scheduled shift without having been properly notified that work does not exist for them shall receive a minimum of two (2) hours pay during which time they shall perform such work within their department as may be reasonably assigned to them.

Comp. 8 - Emergency Call-In Pay

The minimum pay for work for any employee called in for emergency work unless prearranged is two (2) hours at straight time plus shift differential if applicable. Any work assignment scheduled prior to the end of the employee's work shift or with twelve (12) hours notice on a weekend before starting to work shall be considered as prearranged.

Comp. 9 - Standby Pay

No part-time Motor Bus Driver shall be asked to perform Standby Duty.

Comp. 10 - Personal Emergency Leave Pay

Not applicable

Comp. 11 - Personnel Rules and Regulations

"As applicable in Agreement"

Comp. 12

Not applicable

Comp. 13

Not applicable

Comp. 14

Not applicable

IN WITNESS WHEREOF, the City of Midland and the Union, by their duly authorized representatives, have hereunto signed their names below to this contract effective July 1, 1996

FOR THE CITY OF MIDLAND

R. Drummond Black
R. Drummond Black, Mayor

Penny K. Kovacevich
Penny Kovacevich, City Clerk

Karl Tomion
Karl Tomion, City Manager

APPROVED AS TO FORM:
Patricia H. Halm
Patricia H. Halm, City Attorney

FOR THE UNITED STEELWORKERS OF AMERICA LOCAL 14009 (AFL-CIO-CLC)

George F. Becker
George F. Becker, Int'l President

Leo W. Gerard
Leo W. Gerard, Int'l Secretary-Treas.

Richard H. Davis
Richard H. Davis, Int'l Vice Pres.

Leon Lynch
Leon Lynch, Int'l Vice Pres.

Harry E. Lester
Harry E. Lester, Int'l District Director

Daniel A. Nadolski
Daniel A. Nadolski, Staff Representative

LOCAL 14009
Reid Duford
Reid Duford, President

John Batcke
John Batcke, Committee

Kim Talbot
Kim Talbot, Committee

Mike Klemish
Mike Klemish, Committee

Joe Patton
Joe Patton, Committee

Daniel Fath
Daniel Fath, Committee

UNITED STEELWORKERS OF AMERICA
Effective July 1, 1996 to June 30, 1999

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