LABOR AGREEMENT

between

THE CITY OF PORTAGE

and

UAW LOCAL 2290, Unit 4

From

July 1, 2013

to

June 30, 2015

TABLE OF CONTENTS

Page

ARTICLE I - RECOGNITION 1

ARTICLE II - GRIEVANCE PROCEDURE 2

ARTICLE III - DISCHARGE CASES 4

ARTICLE IV - STRIKES AND LOCKOUTS 4

ARTICLE V - SENIORITY 5

ARTICLE VI - LEAVES OF ABSENCE 9

ARTICLE VII - HOURS OF WORK 10

ARTICLE VIII - WAGES 11

ARTICLE IX - LONGEVITY PAY 15

ARTICLE X - HOLIDAYS 16

ARTICLE XI - VACATION 17

ARTICLE XII - PAID SICK LEAVE 19

ARTICLE XIII - GENERAL 21

ARTICLE XIV - AGENCY SHOP AND DUES 23

ARTICLE XV - STANDBY PAY 25

ARTICLE XVI - DURATION 27

APPENDIX A - JOB CLASSIFICATION AND WAGE RATES 28

APPENDIX B - AGREEMENT (MONEY PURCHASE RETIREMENT PLAN) 30

APPENDIX C - CDL CONTROLLED SUBSTANCES & ALCOHOL POLICY 31

AGREEMENT

THIS AGREEMENT, entered into as of the 10th day of September, 2013, by and between the CITY OF PORTAGE, hereinafter referred to as the employer, and LOCAL 2290-4, affiliated with the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, hereinafter referred to as the union:

WITNESSETH:

The general purpose of the Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the employer, its employees and the union. Recognizing that the interest of the community and the job security of the employees depend upon the city's ability to continue to provide proper services to the community, the employer and the union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement

ARTICLE I - RECOGNITION

Section 1 - Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the employer recognizes the union as the sole and exclusive collective bargaining agency for all of its full-time truck drivers, equipment operators, mechanics, laborers, and maintenance employees in the Parks, Streets and Equipment divisions of the Department of Parks, Recreation & Public Services in the City of Portage, Michigan, excluding guards, professional employees, technical employees, clerical employees, customer service and part-time, temporary and seasonal employees, co-op students and all other employees and supervisors.

Section 2 - The union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively in the employer.

Section 3 - The employer and the union agree that, for the duration of this agreement, neither shall discriminate against any employee or applicant for employment because of his/her race, color, creed, age, sex, marital status, religion, nationality, political belief, height, weight or protected disability, nor shall the employer or its agents nor the union, its agents or members discriminate against any employee or applicant for employment because of his/her membership or non-membership in the union.

Section 4 - The union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in union activity during working hours. There shall be no union meetings held on city property unless authorized in writing by the employer.

Section 5 - Representatives of the International union who wish to discuss matters with an on-duty employee will be permitted to do so after notifying the department head or someone by him/her designated who shall make the necessary arrangements, provided said International Representative complies with the uniformly required safety and health standards applicable to all visitors.

(a) The union shall have the right to elect or designate three (3) stewards and one (1) alternate steward, one of whom shall be designated Chief Steward, all of whom shall have completed their probationary period.

(b) The union shall inform the employer in writing as to who has been appointed or elected stewards and alternate stewards for the bargaining unit.

(c) The union shall be represented by a bargaining committee composed of the three (3) stewards. Up to three (3) members of the bargaining committee shall suffer no loss of pay from their regularly scheduled work, up to 8 hours of straight time pay, for time necessarily spent on negotiations between the parties. Such time necessarily spent shall not include preparation time in advance of the beginning of the scheduled negotiations or preparation time after negotiations have adjourned.

(d) The union shall have the right to elect three (3) representatives to the Safety Committee. The interests of employees assigned to the Parks Division, the Streets Division and the Equipment Division will be represented by a UAW employee from each of the Departments/Divisions.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1 - A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement.

Section 2 - Procedure

Step One. An employee and a member of the local union bargaining committee shall first discuss the grievance with the immediate supervisor within three (3) working days of the event giving rise to the grievance. Following such discussion, a brief memorandum shall be written and signed by both parties, provided said grievance has been resolved.

Step Two. If the grievance is not resolved at the discussion level, and the employee believes that a grievance still exists, the issue shall be reduced to a written grievance and presented to the aforementioned immediate supervisor within five (5) working days of the event giving rise to the grievance. A meeting shall be arranged within five (5) working days, and the immediate supervisor, Department Head, and Employee Development Director shall meet with the employee and the local union representative on the grievance. A response shall be given in writing within five (5) working days of the meeting.

Step Three. If the answer to a grievance pursuant to the meeting in step two is unsatisfactory, the union shall notify the employer in writing within five (5) working days of the receipt of such answer, or within five (5) days of when the response was due. The union shall request a meeting with representatives of the City of Portage, the union bargaining committee and the International Union. Such meeting will be held at a mutually agreed time within fifteen (15) working days. The local union shall be given a written response to the grievance within ten (10) working days of the meeting and a copy shall be mailed to the UAW regional office.

Step Four. If the answer to a grievance pursuant to the meeting in step three is unsatisfactory, the union shall notify the employer and the Federal Mediation and Conciliation Service (FMCS) in writing within thirty (30) working days of the receipt of such answer, or within thirty (30) working days of when the response was due, that it desires to take the grievance to arbitration. A panel of seven arbitrators, located within a 200 mile radius of the city will be requested.

Section 3 - The voluntary labor arbitration rules of the FMCS shall apply to the proceedings except as otherwise provided herein.

The arbitrator shall render an award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearing is concluded, or if oral hearing is waived, then from the date of transmitting the final statements and proofs to the arbitrator. The award of the arbitrator shall be accepted as final and binding on the union, its members, the employee or employees involved and the employer. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below.

The fees and expenses of the arbitrator shall be the sole responsibility of the party that the Arbitrator rules against. If the arbitrator issues a split award, he/she will determine the share of the fees and expenses to be paid by each party. The employer shall bear the expense and wages of its representatives and witnesses to the arbitration; the union shall bear the expenses of its representatives and witnesses to the arbitration except employees during regularly scheduled working hours. Employees shall not be paid for any time spent investigating grievances or attending grievance meetings outside their regularly scheduled working hours.

The arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement. No more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 4 - Failure to appeal a decision within specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limit shall automatically advance the grievance to the next step of the grievance procedure, except to arbitration. Any grievance not advanced to the next step by the union within the time limits shall be deemed withdrawn without prejudice or precedent. The time limits specified in this procedure may be extended by mutual agreement between the employer and the union.

A grievance may be withdrawn at any time by the union.

ARTICLE III - DISCHARGE CASES

Section 1 - The employer agrees that employees shall not be discharged without cause from and after the date of this Agreement, but that in all instances in which the employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. In all cases of suspension the employer shall allow the suspended employee an opportunity to discuss the suspension with a steward before being required to leave the property of the employer. Such initial suspension shall be for not more than three (3) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period. During the period of the initial suspension, if the employee believes that the suspension was unjust, the employee may request a hearing in a meeting with the Union's Grievance Committee, the immediate supervisor and the department head. After such hearing, or if no such hearing is requested the department head shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee believes that the discipline was unjust, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Director of Employee Development pursuant to Step Two of the grievance procedure within two (2) working days after the department head makes a decision as set forth above.

(a) The employer agrees to promptly notify the union steward of such suspension or discharge.

(b) It is understood and agreed that when a suspended or discharged employee files a grievance with respect to the suspension or discharge the act of filing such grievance shall constitute an authorization to the employer to reveal to the participants in the grievance procedure any and all information available to the employer concerning the alleged offense and such filing shall further constitute a release of the employer from any and all claimed liability by reason of such disclosure.

Section 2 - In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge, less such straight time compensation as the employee may have earned at other employment during such period.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1 - The union agrees that during the life of this Agreement, neither the union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the employer. The employer agrees that during the same period there will be no lockouts.

Section 2 - Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the employer may be disciplined or discharged in the sole discretion of the employer. The question of fact of whether an employee has engaged in such prescribed activity shall be deemed a proper subject for the grievance procedure.

ARTICLE V - SENIORITY

Section 1 - Seniority shall be defined as an employee's length of continuous, full-time employment with the city since the employee's last date of hire as a regular, full-time employee. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular full-time employee at the instruction of the employer since which the employee has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2 - All new regular full-time employees shall be probationary employees until they have actually worked one hundred twenty (120) days for the employer. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee has the ability and other attributes required to qualify for regular employee status. During the probationary period, the employees shall have no seniority status and may be terminated in the sole discretion of the employer at anytime during the probationary period. From the 31st to the 120th day of probation the union may grieve the discharge through the third step of the grievance procedure. Upon the successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of the last date of hire.

(a) A regular full-time employee shall be defined as one who is normally scheduled to work at least forty (40) hours per week.

(b) A regular part-time employee shall be defined as one who is normally scheduled to work thirty-two (32) or fewer hours per week. Part-time employees shall be allowed to participate in vacations, holidays, insurance and the pension program on a pro-rata basis to the number of hours they are normally scheduled to work.

(c) A temporary employee shall be defined as one who is hired for a specific job or for a period of time not to exceed sixty (60) days. Temporary employees shall not be covered by this Agreement.

(d) A co-op student is one who is on a program which allows him/her to attend school and work at the same time. Co-op students shall not be covered by this Agreement.

(e) A seasonal employee shall be defined as one who is hired for a period of time which shall not exceed 30 weeks unless deemed necessary by the city and after providing written notice to UAW Local 2290 – 4 union committee. Seasonal employees shall not be covered by this Agreement.

Section 3 - An employee's seniority shall terminate:

(a) If the employee quits, retires or is justifiably discharged.

(b) Following a layoff for lack of work or funds, if the employee fails or refuses to notify the city of his/her intention to return to work within five (5) regularly scheduled working days after a written notice of a recall is sent by certified mail to the last address on record with the employer or, having notified the city of an intent to return to work but fails to do so within ten (10) regularly scheduled working days after such notice is sent by the city.

(c) If the employee is absent for two (2) consecutive regularly scheduled working days without notifying the Department Director prior to or within such two (2) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.

(d) When the employee has been laid off for lack of work or funds for a period of twelve (12) or more consecutive months.

(e) In the event an employee desires to work for another employer or be self employed, said employee must first notify the Director of Employee Development and the appropriate department head in writing, stating where the work will be performed and the telephone number where the employee can be reached in the event it becomes necessary for the employee to report for work. If the job being performed conflicts in any way with the city of Portage or adversely affects the employee's attendance or capability to perform the assigned duties, the employee shall be notified by the department head to immediately terminate the employment with either the other employer or the City of Portage. If the employee desires to appeal the decision of the department head, the employee may do so by submitting the reason(s) in writing to the Director of Employee Development, who shall make a final determination. Self employment referred to above is not applied to odd jobs but a real business that advertises, via business cards or other means and is available to be accessed by the general public.

Section 4 - For purposes of promotional opportunities and filling permanent vacancies in current classifications or openings in new classifications, the employer will maintain an up-to-date Seniority list, a copy of which will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their probationary periods shall be listed on these Seniority lists, which shall be posted in a conspicuous position at the place of employment.

(a) When a permanent vacancy or opening occurs in any job classification, such vacancy shall be posted on the city's bulletin board for a period of three (3) regularly scheduled working days during which time all employees who have completed their probationary period and who desire to bid for such vacancy shall so indicate by signing the posting.

(b) From among those employees who sign the job posting, the vacancy or opening shall be filled by the employee who has demonstrated the ability required to satisfactorily perform the job. From among these employees, the position will be awarded to the most senior bidding employee.

(c) An employee who is awarded a job through the bidding procedure and who subsequently demonstrates the inability to satisfactorily perform the job responsibilities or indicates a desire not to continue on such job, during the first ninety (90) days on the job, shall be returned to the previous job classification and shall not be entitled to bid on another job within six (6) months thereafter. In the event of such setback the job shall be reposted.

(d) If the steps outlined in subparagraphs (b) and (c) have been followed, and there are no bidding employees who, in the judgment of the employer, have the ability required to perform the job, the employer shall have the right to fill such job by hiring qualified employees from the outside, or by assigning non-seniority employees to fill the job. Employees so filling such job shall not be subject to being bumped by any other employee who was not in his/her job classification or a higher rated job classification at the time of such posting during the first six (6) months following such employee's date of hire. After this six (6) month period is completed, the employee filling the position may be bumped on the same basis as any other employee.

Section 5 - When it becomes necessary to reduce the size of the work force, temporary, seasonal, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and have the then present ability to satisfactorily perform the work of the temporary, seasonal part-time or probationary employees without break-in or training. Thereafter the employees with the least seniority shall be the ones laid off, providing there are senior employees available to perform the required work who have the then present ability to satisfactorily perform the work of such junior employees without break-in or training. In the event there are no senior employees available to perform such work who have the then present ability to satisfactorily perform the same without break-in or training then the junior employees shall be retained and the next least junior employee shall be laid off.

(a) If it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such job classification shall be the ones removed therefrom. Employees thus removed from the job classification shall exercise their seniority in any lateral or lower rated classification, seniority permitting, which work such replacing employee has the then present ability to satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall exercise the same right as set forth above.

Section 6 - When recalling employees to work following a layoff, the senior employee on layoff status who has the then present ability to satisfactorily perform the available work without break-in or training shall be the first recalled.

Section 7 - By mutual agreement of the employer and the union, an employee who is no longer able to satisfactorily perform the job duties of the current classification due to a medical condition may be assigned, in line with seniority and ability, to an open job the employee is capable of satisfactorily performing or may displace an employee with the least seniority in a job classification he/she is capable of satisfactorily performing at the applicable rate of pay, provided the person being so placed has more seniority than the employee being removed. The actions described above will not be initiated unless it is expected that the employee in question will not be able to return to the original job classification.

Section 8 - For the purpose of layoffs for lack of work or funds and recalls to work following such layoffs, the Chief Steward shall be considered as being at the top of the seniority list. The Chief Steward shall be the last employee to be laid off for lack of work or funds and the first recalled following such layoffs, provided always that they must have the present ability to satisfactorily perform the available work without training. It is understood the seniority referred to in this section is solely for the purpose of retaining a job with the city and under no conditions can it be exercised for job or shift preference under any of the terms and provisions of this Contract.

Section 9 - Employees hired pursuant to a specific government grant, fund or program shall be subject to unilateral job termination by the employer when the funds for the position expire or termination is otherwise required by the terms of the grant, fund or program. Such employees shall not be subject to the seniority provisions of this Agreement.

Section 10 - A UAW employee who is promoted to a position outside of the Bargaining Unit and returns to he bargaining unit within six (6) months will return with seniority. Seniority will continue to accrue during the first 120 days outside of the Bargaining Unit but will not continue to accrue during the balance of the six (6) month period. For example, an employee who after accepting a position outside the Bargaining Unit returns to the Bargaining Unit after 120 days will return with seniority equal to the seniority at the time of the promotion plus 120 days.

A return to the bargaining unit within six (6) months may occur either at the discretion of the city or by request of the employee who was promoted outside the bargaining unit. A request by the employee to return to the bargaining unit within the six (6) month period will be granted within thirty (30) days of the request or prior to the expiration of the six (6) month period, whichever occurs first.

Such employee will be returned to the bargaining unit during the six (6) month period in the event of performance or other issues that jeopardize the employment status of the employee except in cases of gross misconduct. Gross Misconduct is defined in the City of Portage Rules of Conduct effective March 6, 1997 covering the Department of Parks and Recreation and the Department of Streets and Equipment.

An employee may only be promoted/transferred under the above agreement for up to six (6) months in any twelve (12) consecutive month period.

ARTICLE VI - LEAVES OF ABSENCE

Section 1 - The employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority for an employee who has completed the probationary period, provided in the judgment of the employer, such employee can be spared from work.

Section 2 - An employee who, because of medical disability is unable to work shall be given a leave of absence consistent with the Family and Medical Leave Act provisions and Administrative Order 3.22 (dated September 1, 1995), for a period not to exceed one (1) year. Employees must provide physician certification for the leave and to support the continuation of a leave. To extend full employment status, with benefits, while on a medical leave of absence the employee must first utilize accumulated sick leave, vacation days, and holiday leave days. An employee who has exhausted the foregoing, and who, because of medical condition remains physically unable to report for work and wishes to extend his or her employment seniority, will upon request be granted an extension of the medical leave of absence without pay or benefits and without loss of seniority, provided the employer is promptly notified of the necessity therefore, and provided further, that the employer is supplied with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the employer.

Section 3 - A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or other applicable laws then effective.

Section 4 - Requests for leaves of absence must be made in writing to the employer five (5) days prior to the start of the anticipated leave of absence, except where it is impossible to do so.

Section 5 - Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee receives the orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the city (40 hour week) had they worked during such period. The compensation thus paid by the city shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year.

Section 6 - For the purposes training, the union may request up to ten (10) days per contract year of Union Leave time. Union Leave time, paid by the UAW, will be requested in advance and approved at the discretion of the city.

ARTICLE VII - HOURS OF WORK

Section 1 - **Hours of Work/Overtime.** Normal work hours shall be (8) hours per day and (40) hours per week. These hours will be paid at a straight time hourly rate of pay. All hours worked beyond (8) hours in any given day, and/or any hours worked beyond (40) hours in any given week shall be paid at time and one half the straight time rate of pay.

When an employee is called in to work earlier in the work day than the scheduled shift assigned, the employee will be provided the opportunity to work into and through their regular scheduled shift, but not more than a continuous 12 hours if the employee and/or management feel safe operations may be jeopardized.

Workday. The work day shall be defined as 0000 Hours to 2400 Hours.

Work Shifts. The employer may operate in any combination of three shifts. Depending on the shift, premium pay will be paid in addition to the employee's regular pay rate. The normal operations shift will be 7:30 a.m. (0730 Hours) to 4:00 p.m. (1600 Hours) and no shift premium will be paid. The second shift will be 12:00 p.m. (1200 Hours) to 8:30 p.m. (2030 Hours), which will pay an hourly shift premium of fifty cents ($.50) per hour. The third shift will be 3:30 a.m. (0330 Hours) to 12:00 p.m. (1200 Hours), and will pay an hourly shift premium of fifty cents ($.50) per hour. Alteration of shift start and stop times will be announced at least 2 weeks in advance.

When an employee works overtime outside the normal assigned shift, including weekends, the employee will be paid the pay rate of the employee's normal shift assignment. When an employee is assigned to a twelve-hour mandatory shift the employee will receive the shift premium. The "normal operations shift" employees, who work overtime as an extension of their shift, do not qualify for the shift premium, even if they work twelve hours.

The employer, on occasion, due to the nature and needs of the work, will alter start and finish times of a shift. These altered work times are not to be defined as shifts unless these start/finish times are four (4) hours or greater from the normally assigned shift and these altered times are assigned more than five (5) continuous days.

Section 2 - Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at this time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for the unpaid lunch period at or near the midpoint of their either (8) hour shift.

ARTICLE VIII - WAGES

Section 1 - The job classification, rate changes and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2 - If, during the life of this Agreement, a new job classification is created, the employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the union of its decision. If the union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent.

Section 3 - It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the employer.

Section 4 - Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned and thereafter, while occupying such classification, shall be advanced to the next incremental step in the applicable rate range not later than the anniversary dates of their employment. Such advancement to the next incremental step shall occur only after the employee has completed twelve (12) actual months of work.

Section 5 - Normal work hours shall be (8) hours per day and (40) hours per week. All hours worked beyond eight (8) hours per day and/or any hours worked beyond forty (40) hours per week will be paid at one and one half times the straight time rate of pay.

(a) When overtime work is scheduled, the employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification, and on the same shift within the crew where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.

(b) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

(c) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the

circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he/she offers an excuse acceptable to the employer.

Section 6 - Laborers will, when requested, provide leadership and guidance to less experienced employees including seasonal employees. In the event the city requires the Laborer to provide leadership or guidance to two or more, less experienced employees while also accepting project responsibility, the city will upgrade the Laborer to a "Lead Worker" status. The upgraded Laborer will receive a twenty-five cent ($0.25) per hour increase to the current base rate of the employee, while upgraded to the Lead Worker status. It should be noted that a Laborer working with two or more seasonal employees will not be upgraded to Lead Worker status unless the leadership being provided coupled with the increased responsibility of the assignment warrant such an upgrade, as determined by the city. The selection of an employee as Lead Worker will be at the discretion of the city.

Section 7 - When an employee is awarded a job through the bidding procedure for which the maximum of the rate range is higher than the maximum of the rate range for the job from which the employee bid, such an employee upon being awarded such job shall be advanced to the nearest pay range step in the job classification which will result in an increase in pay of not less than 20 cents ($ .20) per hour. On the next anniversary date of employment the employee shall receive the incremental step increase which will advance him/her one step in the pay scale for the job that was thus awarded.

Section 8 - When an employee is awarded a job through the bidding procedure for which the maximum of the rate range is less than the maximum of the rate range of the job from which the employee bids, the employee shall be placed at the same incremental step of the former job. . When an employee is moved by the employer to a job for which the maximum of the rate range is less than the maximum of the rate range for the job classification from which the employee was removed, the employee shall be placed at the incremental step that will afford the employee the least loss in pay. In the event the hourly rate of pay of such employee at the time of bid or set back is less than the maximum of the rate range for the job to which the employee bid or was set back, the employee shall, on the next anniversary date of employment, receive the incremental step increase which will advance the employee one (1) step in the pay scale for the job into which the employee bid or was set back.

Section 9 - When an employee is temporarily transferred from one job to another, the employee shall continue to be paid the rate of pay to which the employee is entitled in the permanent job classification; except as set forth below:

(a) Employees who desire to have the opportunity to be temporarily transferred and thus gain experience on a job when a temporary vacancy occurs shall advise the department head in writing of such desire. When a temporary vacancy occurs due to an employee being on an approved vacation or leave of absence where the employer had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the department head above provided, the senior employee who has the skill and ability to perform the work required will be transferred to the temporary vacancy as of the beginning of the absence if the employee can be spared from the regular job classification. When the temporary

vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly schedule working days after the employer is made aware that the absence will be of a prolonged nature, from among those employees who had notified the department head as above provided, the senior employee who has the skill and ability to perform the work required will be transferred to the temporary vacancy if the employee can be spared from the regular job classification.

(b) If an employee is temporarily transferred for the employer's convenience, as provided in this Section, to a job classification for which the rate range is lower than the rate range of the employee's regular job classification, the current hourly rate of pay shall not be reduced. If such temporary transfer is for a period of less than three (3) working hours to a job classification for which the rate range is higher than the rate range for the regular job classification, the employee shall continue to receive the hourly rate of pay that would have received on the permanent job assignment. If the period of such temporary assignment exceeds three (3) working hours, the employee shall thereafter receive the rate of pay for all hours worked including the first three, the employee would have received had the job been awarded under the bidding procedure and shall continue to receive such rate of pay until the employee has completed the temporary assignment and the employee is returned to the regular job classification and rate of pay. In the event an employee is temporarily transferred to a higher rated job because of a desire to gain additional experience on that job or if the employer transfers the employee to a higher rated job and is working with and is being trained by the employee who is regularly assigned to that job, said employee shall continue to receive the hourly rate of pay for the regular job classification.

(c) UAW employees temporarily transferred to perform repairs/duties only performed by Mechanics will receive the Mechanic I rate of pay. Employees who have at least one State of Michigan Mechanic Certification will be given preference when such a transfer is made.

Section 10 - When an employee is called in to perform work at a time other than for which the employee had previously been scheduled, the employee shall receive not less than three (3) hours of straight time pay for the work so performed, which shall count towards the forty (40) hour requirement for overtime pay. This provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of a shift but who continue to work a regular shift thereafter.

Section 11 - Effective February 1, 2012, for the life of this agreement the employer agrees to continue to provide BCN10 coverage at the following levels: Physician office calls - $30 co-pay; Consulting Specialist office call - $45 co-pay; UX/ER $50/$150; Deductible - $500/$1000; Rx - $10/$20/$40. The vision rider is Blue Vision 12/12/12. For coverage under the health insurance plan, the employer will pay a maximum amount up to the annual premium caps of $5,692.5 for single, $11,385 for two-person and $15,525 for family coverage. The applicable caps will be adjusted February 1, 2014 based upon the medical care component of the US consumer price index for the most recent 12 month period available prior to October 1, 2013. and again on February 1, 2015 based upon the medical care component of the US consumer price index for the most recent 12 month period available prior to October 1, 2014. Employees will

pay their share of the premium through payroll deduction. To spread the percentage of premium paid by the employee in a equitable manner, the UAW has requested that the aggregate total for the unit be calculated (i.e., the sum of the # of enrollees in each type of contract, single, two-person and family, as of November 1 of the preceding plan year, times the applicable cap for each type of contract minus 2% to 5% to address enrollment movement during the plan year) and distributed evenly on a percentage basis for single, two-person and family coverage. When the caps are adjusted, the city will recalculate the aggregate total for the unit and apply accordingly.

Bargaining unit employees who undergo an HMP preventive physical exam conducted by the employee's Primary Care Physician between July 1, 2013 and May 29, 2014 and between July 1, 2014 and May 29, 2015 are eligible to receive a $100 HMP award payable the first full payroll in June 2014 and the first full payroll in June 2015. In order to receive the HMP Award, the employee must provide the completed Preventive Physical Form (available from the Department of Benefit Services) certifying that the physical was given, to the Department of Benefit Services by June 2, 2014 and June 2, 2015 respectively. This HMP award is intended for the current labor agreement only and not intended to establish a practice or expectation for HMP awards in future years.

Family continuation coverage will continue to be available to employees based on carrier conditions with the premiums to be paid by the employee through a payroll deduction. Should the current insurance plan offered no longer be available, the city will provide a plan with comparable benefits.

Any employee who can provide evidence of coverage and elects to opt out of the city insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the city for insurance coverage (single, double or family, whichever is applied to the employee). Payment shall be made through the regular payroll system.

The employer agrees to pay the monthly premium for and provide to permanent full-time employees and their eligible dependents, subject to the terms and conditions of the carrier a group dental insurance program as follows: one hundred percent (100%) of treatment costs on Class I Benefits (preventive, diagnostic, and emergency palliative); seventy-five percent (75%) on Class II Benefits (including radiographs, oral surgery, endodontics, periodontics, relines and repairs, minor and major restorative services); fifty percent (50%) on Class III (prosthodontics) and Class IV (orthodontics) Benefits. The maximum benefit shall be One Thousand Dollars ($1,000.00) per person total per contract year on Class I, Class II and Class III services. Payment for Class IV benefits shall not exceed a lifetime maximum of One Thousand Dollars ($1.000.00) per eligible person.

Section 12 - The employer agrees to provide Thirty Thousand Dollars ($30,000.00) group term life insurance for those employees who qualify at the normal group rate at no expense to the employee and to make available to the employee the option of purchasing an additional Thirty Thousand Dollars ($30,000.00) at his/her own expense.

Section 13 - The employer and the union agree to convert the current defined benefit retirement plan to a defined contribution plan in accordance with the separate memorandum of understanding executed by the parties, included (without attachments) as Appendix B. The

parties also agree, subject to the terms of Appendix B, to the following money purchase pension plan contribution schedule:

MONEY PURCHASE PENSION PLAN CONTRIBUTION SCHEDULE

Effective Date	Due 10-15	Due 1-15	Due 4-15	Due 7-15	Annual Total
7-1-2013	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$5200.00
7-1-2014	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$5200.00

For employees hired on or after December 1, 2011 the pension payment will be limited to ten percent (10%) of the annual base wage, paid on a quarterly basis. Quarterly pension payments will be determined by taking the hourly rate in effect on the first day of the calendar quarter. The pension payment will be prorated upon termination of employment.

Section 14 - Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate of pay for each regularly scheduled working day (Monday through Friday, excluding any of the holidays specified in Section 1 of Article IX of this Agreement) necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. In the event the funeral or memorial service takes place in excess of 500 miles and the employee attends the funeral, a fourth day of funeral leave will be authorized, which time shall be deducted from the accumulated sick leave bank. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, step children, grandparents, grandparents-in-law, child, brother and sister, brother-in-law, and sister-in-law. The three (3) days above referred to shall end with the day of the funeral or memorial service and to be eligible for such pay the employee must attend the same.

Section 15 - Effective July 1, 1990 the employer shall provide a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's base wage (calculated as of the time of the disability) excluding overtime and bonus compensation, to a maximum payable benefit of three thousand dollars ($3,000.00) per month with such disability payments commencing not later than twenty-five (25) weeks after the date of such disability. Such policy shall be subject to all terms and conditions of the carrier and shall provide such benefit in accordance with the policy schedule until such time as the employee is capable of returning to unrestricted duty as verified by a medical doctor. It is further agreed that upon commencement of payments under the long-term disability policy no employee shall utilize accumulated sick time. Long Term Disability coverage shall be for non-duty illness of injury only.

ARTICLE IX - LONGEVITY PAY

Effective upon ratification of this agreement, longevity bonuses will be frozen and added into hourly rates for each individual employee at the amounts paid prior to contract ratification.

ARTICLE X - HOLIDAYS

Section 1 - The following days shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, the latter one-half of Good Friday, July 4th, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day and the day after Thanksgiving Day. Employees shall likewise be entitled to one (1) holiday (8 hours in total), for either December 24th or December 31st as a recognized holiday subject to the following conditions: It is recognized that when December 24th and December 31st occur on a Monday through Friday, it will be necessary that bargaining unit work will be performed. Therefore approximately one-half of the bargaining unit employees shall be required to be at work on each of such days. Bargaining unit employees shall be required to notify their department heads as to which one (1) of the two (2) days they wish to select as the holiday on or before December 15th of each year. Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the holiday of their choice, unless so doing would result in inadequate personnel being present on each of such days. If this should occur, employees with the most seniority within their respective classifications shall have preference for the day of their choice. When a holiday occurs on a Saturday, the preceding Friday shall be celebrated as the holiday and when a holiday occurs on a Sunday, the following Monday shall be considered and celebrated as the holiday.

Bargaining Unit employees are eligible for two preference holidays that are to be requested and taken in the same manner as vacations. Employees become eligible for the two preference holidays on July 1 of each year and must use the preference holidays by June 30 of the following year. Preference holidays cannot be carried over from year to year.

New employees will be eligible for preference holidays as listed below:

Hire Date	Preference Holiday Hours
Hired from July 1 through October31	16 hours
Hired from November through February 28	8 hours
Hired from March 1 through June 30	0 hours

Section 2 - Eligible employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday and four (4) hours of pay at their regular straight time hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays the employee shall be paid time and one-half (1 ½), the straight-time hourly rate for the hours so worked and shall receive the aforementioned holiday pay in addition thereto.

Section 3 - To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the department was scheduled to work on the last day the department worked before and the next day following such holiday except, in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occur during a regularly scheduled vacation or (2) to the fact that the employee is absent on such day or days is of a nature which is compensable under this Contract.

Section 4 - The following procedure will be utilized with regard to Parks Division work on the Saturday's preceding Memorial Day:

1. One month prior to the Memorial Day holiday, the city will post a request for qualified volunteers in the Department of Parks, Recreation & Public Service to fill two of the six positions required to work on the Saturday preceding Memorial Day. If no qualified employees volunteer for these two posted positions by the Saturday two weeks prior to the Saturday before Memorial Day, the appropriate Parks employees will be notified they must work. In the event that only one position is filled by a qualified volunteer, the least senior qualified Parks employee will be required to work.

2. To the extent possible (i.e. subject to seniority, qualifications, and the number of volunteers), the city will endeavor to rotate Parks employees so as to avoid requiring the same employees who were required to work the Saturday preceding Memorial Day from year to year. If Saturday overtime is cancelled pursuant to the following paragraph the employees who were required to work (but did not work due to the cancellation of the overtime) will be considered to have worked for the purpose of maintaining the rotation list.
3. Complete preparation of city cemeteries prior to Memorial Day is essential. Efforts will be made to schedule the work in such a manner so that Memorial Day preparations are completed in advance, eliminating the need for employees to work the Saturday preceding Memorial Day. However, in case weather or other circumstances preclude completion of preparations during the workweek, the above procedure will be utilized with regard to Parks Division work on the Saturday's preceding Memorial Day.

Section 5 - Employees who terminate employment with the city for any reason will be paid for the Preference Holiday hours that have been awarded (as of July 1), but remain unused at the time of termination.

ARTICLE XI - VACATION

Section 1 - Regular full-time employees who have completed six (6) or more months of continuous employment with the employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

(a) When an employee completes six (6) months of continuous service with the employer since the last hiring date, the employee shall thereafter be entitled to one (1) week of paid vacation (forty (40) hours of pay), provided the employee continues working for the employer. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement. If the employee takes the aforementioned one (1) week of paid vacation prior to the completion of one year continuous employment the employee shall be entitled to the

remainder of the vacation provided for employees with one (1) year of continuous employment with the employer in subsection (b) hereof.

(b) Following successful completion of six (6) months employment, such employee shall be credited monthly with the fractional equivalent of eighty (80) hours per year.

(c) Employees who, as of the anniversary of their last hiring date, have completed six (6) years of continuous employment with the employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.

(d) Employees who, as of the anniversary of their last hiring date, have completed fifteen (15) years of continuous employment with the employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.

Section 2

(a) The employer shall determine the number of employees, if any, who can be excused for vacation purposes at any one time.

(b) Vacation time may be accumulated to a maximum of one and one-half (1 ½) times an employee's annual accrual of said vacation leave. The Finance Director shall notify an employee and the appropriate department head when the employee approaches this maximum accumulation total. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, in the sole discretion of the employer. No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances.

(c) Vacation time off shall not be for periods of less than four (4) hours unless mutually agreed to between the employee and the employer.

(d) Employees shall request vacations in advance of the vacation period. If two (2) or more employees request permission to take their vacation at the same time and both cannot be spared from work at the same time, preference shall be given to the employees in order of receipt. When vacation requests, as described above, are requested at the same time, the most senior employee will be considered first.

(e) Vacation requests will be responded to within 14 days from the date the supervisor receives the completed request. The supervisor will date and initial the request to indicate receipt. If the employee has not received a response by the fourteenth day, the employee may contact the Department Director and a response will be immediately provided, unless a delayed response is mutually agreed upon.

Section 3 - An employee who has successfully competed six (6) months of service, and subsequently terminates employment with the city for any reason, will be paid for any unused vacation time which has been earned up to the time of termination.

ARTICLE XII - PAID SICK LEAVE

Section 1 - Permanent, full-time employees hired prior to December 1, 2011, starting with their seventh month of continuous employment by the employer, shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date, up to a maximum accumulation of twelve hundred (1200) hours. Full-time employees hired on or after December 1, 2011, starting with their seventh month of continuous employment by the employer, shall accumulate paid sick leave credits on the basis of one-half (1/2) day per month, retroactive to their last hiring date, up to a maximum accumulation of one thousand (1000) hours.

Section 2 - In order to qualify for sick leave payments, the employee must notify the department head or designee not later than thirty (30) minutes prior to the normal starting time on the first day of absence unless the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto, employees must notify the department head or designee one (1) hour prior to the close of the employer's business day the day before their intended date of return.

Section 3 - Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a duty or non-duty incurred illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages and/or drugs or was not attributable to causes occurring while performing work for which he/she is paid by someone other than the city.

(b) Employees shall be required to furnish a doctor's excuse for the third and subsequent absence occurrence in a calendar year (January through December). The doctor statement must clearly delineate that the employee was unable to work during the period of absence. Prearranged doctor and dental appointments where written verification has been provided will not be considered as occasions, provided that twenty-four (24) hours notice is provided when possible to the city. Exceptions to the twenty-four hour notification requirement will be granted for urgent doctor or dental appointments where verification is provided.

All absences, with the exception of Family and Medical Leave Act leaves, Workers Compensation leaves, and the two absences counted as "non-occasions" above, shall count toward total lost hours for purposes of discipline. Progressive discipline, up to and including discharge that is issued to an employee for excessive absenteeism, shall be considered separate from other discipline.

(c) When an employee's absence from work is necessitated due to an illness or injury arising out of or in the course of employment with the city and which is

compensable under the Michigan Worker's Compensation Act, the employee shall be entitled to utilize accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which the employee is entitled under such Act and the amount of daily pay the employee would have received for the days on which such necessary absence occurred.

(d) In the case of hospitalization of an employee's spouse, parent or child, sick time may be authorized if requested, limited to five (5) sick days in a twelve (12) consecutive month period.

(e) The employer may, for good cause, require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from the medical doctor certifying to the necessity for such absence.

Section 4 - Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5 - Employees who have who have been employed with the city for ten (10) consecutive years (based upon their seniority list date of hire) shall be paid for fifty percent (50%) of his/her unused accumulated sick bank (with 600 hours as the total maximum of such payoff for employees hired prior to December 1, 2011 and 500 hours as the total maximum of such payoff for employees hired on or after December 1, 2011) at the employee's current rate on the date of their leaving employment. In the event of death prior to retirement, the employee's beneficiary or estate shall be paid for one hundred percent (100%) of the employee unused accumulated sick bank (with 600 hours as the total maximum of such payoff for employees hired prior to December 1, 2011 and 500 hours as the total maximum of such payoff for employees hired on or after December 1, 2011) at the employee's current base rate at the time of death.

(a) In the event of a layoff of over thirty (30) calendar days, an employee hired prior to December 1, 2011, may elect to receive a payoff of his/her accumulated sick leave on the basis of fifty percent (50%) of the accumulated time, regardless of the employee's years of service, as a bonus with six hundred (600) hours being the maximum of such payoff. Employees hired on or after December 1, 2011, may elect to be paid out, however, with five hundred (500) hours being the maximum of such payoff. In the event the employee is recalled from the layoff, his/her accumulated sick time will be re-credited with the fifty percent (50%) which was not paid off.

Section 6 - When an employee is absent from work for medical reasons for four or more days, or following surgery, and the absence is not associated to a line of duty incident, the city may require the employee, consistent with the federal Family and Medical Leave Act, to provide medical documentation of (1) the continuing need for the light duty assignment or leave; or (2) the ability of the employee to return to work or to return to the employee's regular work assignment. The employee will not be permitted to return to work or to return to their regular work assignment until the city has been provided with the requested medical documentation.

Section 7 - An employee who is prescribed medication must inquire of the prescribing doctor if the taking of the medication will affect the employee's ability to safely perform their job. If the prescribing doctor indicates that it will have such an effect, the employee must immediately report that fact to the appropriate supervisor.

ARTICLE XIII - GENERAL

Section 1 - The employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 2 - A Safety Committee shall be comprised of union representatives and employer representatives who will meet monthly for the purpose of discussing safety regulations and considering suggestions for improving safety conditions. If factors such as workload or weather warrant, a safety meeting may be rescheduled by management.

Section 3 - The employer will provide a bulletin board upon which the union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4 - So long as an employee is classified as a supervisor by the employer he/she will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. "Other employees are not immediately available" shall be defined to mean that other qualified employees are not within the immediate area or available to perform the work without disrupting other necessary work. "Emergency" shall be defined as any situation or circumstance which may adversely affect the health, safety or well-being of the public or which, if not remedied, will result in the impairment or reduction of the employer's services to the public.

Section 5 - The employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. Prior to sending out requests for bids that the city believes will result in a layoff or reduction in regularly scheduled hours of bargaining unit employees, the city will notify the union in writing of its intent to send out such requests and the reasons for seeking such bids. The city will provide the union with a copy of the request for proposal for potential bidders and meet with the union for discussion at that time. After receiving such bids, the city will give copies of the bids to the union and will meet with the union at reasonable times prior to accepting a bid to discuss the bids and alternatives to subcontracting.

Section 6 - It is understood and agreed that as the workload dictates and when a sufficient number of qualified employees are not readily available to handle the workload, qualified personnel from any department of the bargaining unit may be used interchangeably between divisions. Transfers will first be by volunteers in the classification needed for the work to be completed, then in reverse seniority order. In the event of the need to move employees between departments for snow removal, laborers would be transferred first, then groundsmen.

Section 7 - If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 8 - It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the employer which are contrary to or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the city shall be applicable to employees within the bargaining unit unless such plan, rules or orders have been specifically limited or abrogated by the terms and conditions of this Agreement. However, any previous fringe benefit or working condition not incorporated herein by reference is hereby negated.

Section 9 - Full time employees of the bargaining unit will be required to wear the prescribed uniforms as deemed appropriate by the employer. An option to the prescribed uniform will be the wearing of employer prescribed T-shirts, in lieu of the normally prescribed uniform shirt, during the period of May 1 to October 31, at the employee's option.

Section 10 - All employees will have a current Commercial Drivers License (CDL) as a condition of employment. All employees with CDL's shall be subject to the rules and regulations governing testing for controlled substances. Those rules are included as Appendix C of this contract. Effective July 1, 2000, all employees required to have a CDL shall be required to successfully complete a physical to the DOT standard every 2 years or as required by the DOT or by the city physician. The costs of the physical shall be borne by the city.

Section 11 - The city will pay $150.00 allowance annually and require all employees to wear steel toed boots, effective July 1, 2007. Employees will be required to submit an original receipt for the purchase of steel toed boots each year and will be reimbursed accordingly. Payments will be made twice annually on June 1 and December 1. No employee can receive a reimbursement for more than $150.00 in any calendar year.

Section 12 – The union and city agree on a non-precedent setting basis, that the resurfacing operations of the city Ice Rink are open to any city employee for completion as

needed to maintain the surface ice. This will include opening the rink, during public skating hours, and for special events as may be scheduled.

Section 13 - Employees in the Equipment Mechanic II classification are required to have the following State of Michigan Mechanic Certifications, effective July 1, 2007:

Heavy Duty Truck	Automobile
Brakes and Braking Systems	Engine Tune-up / Performance
Electrical Systems	Front-End, Suspension & Steering
	Brakes and Braking Systems
	Electrical Systems

Current Equipment Mechanic II employees who maintain at least six (6) State of Michigan Mechanic Certifications are exempt from complying with this article for the duration of this agreement. Current Equipment Mechanic II employees may substitute any current certification(s) with any on the above list. Employees who are hired into the Equipment Mechanic II classification subsequent to this agreement must meet the above requirements within three (3) months of the date of hire in order to continue employment with the city. An employee, hired after July 1, 2007, who fails to maintain the minimum State of Michigan Mechanic Certifications will no longer be paid the Equipment Mechanic II classification rate, but will be paid at the Equipment Mechanic I classification level rate until he/she obtains the minimum certifications outlined above and the employee must regain the minimum certifications within three months in order to continue city employment, unless the employee successfully bids to another classification within the bargaining unit. Current Equipment Mechanic II employees who fail to maintain at least six (6) State of Michigan Mechanic Certifications will be paid at the Mechanic I classification level rate until he/she regains the required number of certifications.

The city will pay the annual certification fee and also for the individual test fee for mechanics to maintain their certifications, listed above and in Appendix A, following approval of a Training and Membership form initiated through the employees' immediate supervisor.

ARTICLE XIV - AGENCY SHOP AND DUES

Section 1 - The employer recognizes and acknowledges that the union is the exclusive representative in collective bargaining with the employer of those classifications of employees covered by this Agreement and listed in the attached schedules. Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(a) The union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the union. The terms of this Agreement have been made for all

employees in the bargaining unit and not only for members in the union, and this Agreement has been executed by the employer after it has satisfied itself that the union is the choice of a majority of the employees in the bargaining unit.

(b) For present regular employees, who have completed probation such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start on the 31st day of employment, assuming the employee has chosen to join the union and the steps described in Section 2 have been followed.

Section 2 - During the period of time covered by this Agreement the employer agrees to deduct from the pay of any employee all dues and/or initiation fees of UAW Local 2290-4, provided, however, that the union presents to the employer authorizations, signed by such employees, allowing such deductions and payments to the UAW Local 2290-4. This may be done through the Steward of the union.

(a) Amount of initiation fee and dues will be certified to the employer by the Secretary-Treasurer of the union.

(b) Dues and initiation fees deducted as prescribed above will be transmitted to the union on a monthly basis.

Section 3 - The union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of the Article. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the Director of Employee Development and the union, or upon termination of employment.

Section 4 - Nothing contained in this Article shall be deemed as requiring an employee, as a condition of obtaining or continuing employment with the employer to (a) refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative; (b) become or remain a member of a labor organization or bargaining representative; (c) pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative; (d) pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, or assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

Section 5 - If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE XV - STANDBY PAY

Section 1 - The city may, at its discretion, institute a standby pay program in each applicable department or division when, in the sole judgment of management, essential operation situations require immediate response to cover frequent but unpredictable emergency situations involving bargaining unit employees.

Section 2 - Payment shall be based upon one (1) hour standby pay at the employee's straight time hourly rate for each eight (8) hours of standby.

It is understood and agreed that standby pay will be paid for all hours that the employee is on standby, but not for time actually worked as a result of being called-in from standby. All work performed as a result of a call-in shall be paid at one and one-half (1 ½) an employee's regular rate.

The minimum call-in provisions set forth in Article VIII, Section 9, shall apply in all situations when an on-call employee is required to report to work, and shall be in lieu of the standby pay provision while an employee is actually working. For example, an employee who is on standby for four (4) hours and then is called in, shall receive one-half (1/2) hour standby pay plus minimum call-in pay pursuant to Article VIII, Section 9. An employee shall not receive standby pay for the time covered by the minimum call-in provisions.

Should the employer adjust to 24 hour operations with two 12 hour shifts, standby requirements will be suspended while in this 24 hour operating mode. Standby pay will not be paid to those employees assigned standby during this period of operation.

Section 3 - Employees on standby may, at the employer's discretion, be provided with pagers so they can respond in a timely fashion to the service needs of their department. It is understood that employees on standby will remain within the range of the pager, or, if temporarily out of range, provide the city with a phone number where they can be reached.

Section 4 - The city shall prepare a list for each division of all classifications and qualified persons within those classifications where the standby coverage is needed. The city shall then determine the number of persons needed for the standby period, which will be determined by the city. Winter weekend standby periods may be cancelled due to favorable weather forecasts, but if cancelled, both Saturday and Sunday will be included in the cancellation. Cancellation will be made by 10:00 a.m. on Friday or as so as possible thereafter, but at least by noon. The initial list of covered departments and classifications is as follows:

Street Division:	Equipment Operator I, II	Laborer
Equipment Division:	Mechanic II	Mechanic I
Parks Department:	Groundsman	Laborer

Section 5 - When a specific job classification is needed to perform a task, the appropriate employee on stand-by will be called.

Section 6 - Employees who desire to trade assigned weeks or days are responsible for notifying management in writing at least twenty-four (24) hours in advance of who will be covering his/her standby obligation.

Section 7 - If an emergency occurs when employees are working their regular shift, the emergency will be covered by holding over employees in accordance with the regular overtime assignment procedure rather than standby employees wherever possible.

Section 8 - Employees are required to report as quickly as possible when on standby, within one (1) hour from the time of being paged. Failure to respond to a pager within one (1) hour, or failure to respond to a call to work as promptly as possible, shall result in a loss of standby pay for that day (three hours straight time). Repeated failure to respond will result progressively in a written reprimand, a short-term suspension, and if warranted further, more severe disciplinary action up to and including discharge.

Employees who are called in from standby status and, as a result, work later than 1:00 a.m. shall be given the option of reporting for their next regularly scheduled shift, if that shift starts no later than 7:30 a.m. on the following day; or they may elect to remain off duty on excused unpaid time due to job fatigue. If the employee elects to work, he/she must work a minimum of one-half (1/2) of the assigned shift and report to work either at the beginning of the shift or at the lunch break.

Section 9 - Employees who are interested shall sign a list so indicating. The employer may determine its standby needs. All individuals placed on voluntary standby shall have signed the list. Standby assignments shall be rotated among those employees who have signed the list. If an employee who has signed the list declines to work standby time when assigned, it will be counted as if the employee had worked the assigned standby time. The employer shall exercise reasonable efforts to equitably distribute available standby hours among the employees who have signed up for standby. If there are not adequate volunteers, the employer may assign standby beginning with the least senior qualified employee provided that no employee will be required to be on standby more than two (2) weeks in a row without at least a two (2) week break. Assignment of employees to standby will be on a rotating basis. In the event an employee complains about unequal standby assignments, and the employer upholds the complaint, the employer will address the inequity by adjusting an employee's standby time upward in the future.

ARTICLE XVI - DURATION

THIS AGREEMENT shall become effective as of the 1st day of July, 2013, and shall remain in full force and effect until 2400 hours on the 30th day of June 2015, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period. The union can approach the city to open the contract to adjust economics in the final year of this contract, based on health insurance premium rate increases.

THIS AGREEMENT was executed in Portage, Michigan this 10th day of September, 2013.

UAW LOCAL 2290-4
INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE,
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

Neville Mark
International Representative

Bargaining Committee

Bargaining Committee

Bargaining Committee

Gerald Kariem, Director
Region 1-D

CITY OF PORTAGE

Peter Strazdas
Mayor

James Hudson
City Clerk

APPENDIX A

Job Classification and Wage Rates
Effective September 15, 2013
1.5% Wage Increase

Classification	Entry	Step 1 1-2 yr	Step 2 2-3 yr	Step 3 3-4 yr	Step 4 4-5 yr	Step 5 5-6 yr	Step 6 6-7 yr	Step 7 7+ yr
H 18 Laborer	$13.68	$14.01	$14.31	$14.67	$14.94	$15.24	$15.56	$15.89
H 20 ** Groundsperson I Equipment Op I	$17.04	$17.31	$17.62	$17.96	$18.25	$18.56	$18.88	$19.14
H 22 Equipment Mechanic I	$17.37	$17.65	$17.99	$18.28	$18.58	$18.92	$19.36	$19.47
H24 Equipment Op II	$17.67	$18.03	$18.31	$18.63	$18.95	$19.27	$19.60	$19.84
H 26 Equipment Mechanic II	$18.13	$18.51	$18.81	$19.10	$19.44	$19.73	$20.02	$20.34

**This classification also includes grandfathered laborers.

1. Base wages will be increase 1.5%, as indicated above, on the first full payroll after this agreement is signed.

2. In lieu of a second year wage increase employees will receive a one-time bonus of 1.5% of base wages, payable the first full payroll in July 2014.

3. In recognition of no wage increase since July 1, 2009, effective July 1, 2012 employees will receive a one-time bonus equal to one (1) per cent of base wage.

4. The rates outlined in this Appendix shall not exceed the top step rate for the subject pay grade.

5. Employees shall be hired at not less than the minimum of their salary range applicable to the classification to which they are assigned and during the first seven (7) consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment.

6. When an employee is promoted from one pay grade to another, he/she shall, as of the start of the next succeeding pay period, be placed at the lowest step for the pay grade to which he/she is promoted which will result in a salary increase unless other wise specifically addressed in Article V. Thereafter, he/she shall move to the next succeeding step not later than twelve (12) months from the effective date of his/her promotion.

7. Laborers "red circled" into the H-20 classification grades can bid into other non-laborer H-20 job classifications in accordance with the procedure outlined in Article V.

8. Equipment Mechanic II employees who obtain and hold the following State of Michigan Mechanic Certifications will qualify for a City of Portage "Master Mechanic II" hourly rate increase of $.15 per hour.

Heavy Duty Truck	Automobile
Brakes and Braking Systems	Engine Tune-up / Performance
Electrical Systems	Front-End, Suspension & Steering
Suspension & Steering Systems	Brakes and Braking Systems
Drive Train	Electrical Systems
	Heating and Air Conditioning
	Engine Repair

To qualify for this bonus the employee must have the required certifications by July 1st of each year or have the required certifications as of the date of hire. Employees who meet the above requirements during the year will receive the "Master Mechanic II" hourly rage increase effective the following July 1st.

APPENDIX B

AGREEMENT

This is an Agreement entered into this 8th day of February, 1990 between the City of Portage (hereinafter referred to as the "City") and certain Full-time employees in the UAW Local 2290-4 bargaining unit (hereinafter referred to as the "Employee"), and UAW Local 2290-4.

BACKGROUND

Certain Full-Time employees of the City have requested that they terminate their participation in the City's Defined Benefit Plan. The Employee wishes to participate in the Portage Firefighters Association Money Purchase Plan (the "Plan").

Therefore, it is agreed as follows:

1. The Employee agrees to withdraw from the City's Defined Benefit Pension Plan in which he/she was a participant, effective June 30, 1990.
2. The City shall cause the transfer of the present value of the Employee's vested accrued benefit to the Plan. The present value of his/her accrued vested benefit shall be as determined by Pension and Group Services, and as specified in the Employee's individual agreement and release.
3. For the year commencing July 1, 1990 and for subsequent years, the City agrees to contribute to the Plan a certain sum of money according to the contribution schedule established by negotiations between the City and the Employees' bargaining unit representative.
4. The City's only obligation is to contribute an agreed upon amount to the Plan each year the Employee is employed by the City. All other administrative and trustee obligations required by either Federal or State law shall be the obligation of the Plan or the Employee and not the City or UAW Local 2290-4. The City's contribution shall be prorated if the Employee is not employed by the City for all of the City's fiscal year.
5. The Employee hereby acknowledges that the obligation of the City to provide a defined benefit for him/her shall cease effective upon the transfer of funds representing the Employee's benefit from the City's Plan to the Money Purchase Plan. The Employee further acknowledges that the City's obligation to provide a retirement benefit to him/her shall be provided by any annual contribution which is required under collective bargaining agreements between the City and Employee's bargaining agent. The Employee further agrees to release, hold harmless, and indemnify the City, the City Council, its employees and agents, and UAW Local 2290-4 against any and all claims for any defined benefits or losses, damage, expense, or liability made by him/her, his/her heirs, successors or assigns. Such indemnification and release is given in consideration of the City agreeing to terminate the Employee's participation in the City's Defined Benefit Pension Plan and contributing to the Plan.
6. The Employee agrees to provide the City with a Participant Authorization and Release Agreement which releases the City, its employees, agents, consultants, UAW Local 2290-4, and the insurance company from any and all claims. By signing such Agreement, the Employee also agrees to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first set forth above. (Signatures on File)

APPENDIX C

THE CITY OF PORTAGE
CDL CONTROLLED SUBSTANCES AND ALCOHOL POLICY

Under Federal Highway Administration (FHWA) regulations, the city is required, commencing January 1, 1996, to test employees who are subject to Commercial Driver's License (CDL) requirements in a safety-sensitive function for the presence of illegal drugs and alcohol. All employees required to have a CDL perform a safety-sensitive function.

EMPLOYEES SUBJECT TO TESTING

All employees subject to CDL requirements are covered by this Policy.

PROHIBITED CONDUCT

The following controlled substances and alcohol related conduct is prohibited:

- Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, return to duty or follow-up testing requirements.
- Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the employee uses any controlled substance, except when instructed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a Commercial Motor Vehicle (CMV).
- Reporting for duty, remaining on duty or performing a safety-sensitive function, if the employee tests positive for controlled substances.
- Reporting for duty or remaining on duty to perform safety sensitive functions while having an alcohol concentration of 0.02 or greater.
- Being on duty or operating a CMV while the employee possesses alcohol. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
- Using alcohol while performing safety-sensitive functions.
- When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.

ANY VIOLATION OF THIS POLICY WILL RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE.

DEFINITIONS

Alcohol Use means the consumption of any beverage, mixture or preparation, including any medication containing alcohol.

Commercial Motor Vehicle (CMV) is a motor vehicle that has a gross vehicle weight rating of 26,001 or more pounds; has gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; is designed to transport 16 or more passengers, including the driver; or is of any size and is used in the transportation of hazardous materials, as defined by federal law, and which must be placed under DOT hazardous materials regulations.

Controlled Substances under this policy are limited to marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

Medical Review Officer (MRO) is a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program. The MRO has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

Refusal to Submit is deemed if a covered employee fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; fails to provide adequate urine for controlled substances testing with a genuine inability to provide a specimen (as determined by the MRO) after he/she has received notice of the requirement for urine testing; or engages in conduct that clearly obstructs the testing process.

Positive Test levels set by the FHWA standards provide that an employee will test positive for alcohol if their blood alcohol concentration is 0.04 or above. An employee will test positive for use of controlled substances if their test discloses substances in the amounts set forth as follows:

	Initial*		Confirmatory*	
Marijuana	50	NG/ML	15	NG/ML
Cocaine	300	NG/ML	150	NG/ML
Phencyclidine	25	NG/ML	25	NG/ML
Opiates	2000	NG/ML	2000	NG/ML
Amphetamines	1,000	NG/ML	500	NG/ML

*If these levels are changed, this section will be changed to comply with and enforce whatever levels are set forth by federal law/regulations.

Safety-Sensitive Functions include any employee subject to the CDL requirements during any period in which he/she is actually performing, ready to perform or immediately available to perform any job duty.

Substance Abuse Professional (SAP) is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

TESTING REQUIREMENTS

In accordance with FHWA standards, CDL employees must submit to testing under the following circumstances: (1) Pre-Employment; (2) Random; (3) Reasonable Suspicion; (4) Post Accident; (5) Return to Duty; and (6) Follow Up Testing. These instances are more particularly described as follows:

Pre-Employment - An individual applying for, or an employee bidding into a **safety sensitive** position subject to the CDL regulations, must obtain negative results prior to appointment. The city will obtain and review information on prior FHWA mandated controlled substances testing from any employer for which a prospective covered employee performed safety-sensitive functions in the previous two years. Information concerning positive controlled substance tests and refusals to test must be obtained and reviewed before date of hire. Prospective employees are required, as a condition of employment, to provide the city with a release for such information.

Random - At unannounced times spread reasonably throughout the year, randomly selected city employees in covered positions will be selected for controlled substances and alcohol testing. Such selections will be designed to result in annual random testing of sufficient numbers of covered employees to meet the minimum annual random testing percentage rates set by the FHWA administrator.

The city will utilize the services of a neutral third party who will be responsible for devising a scientifically valid method for the random selection process.

Reasonable Suspicion - An employee who after observation by two properly trained supervisors or other management representatives, displays behavior or other indicators that leads the supervisor or management representative to reasonably believe that the employee is in violation of this policy will be sent for testing.

Post Accident - Covered employees must be tested for controlled substances and alcohol use after a fatal accident, an accident requiring medical treatment away from the scene where the covered employee is issued a citation, or if the vehicle(s) is removed from the scene by a tow truck and the covered employee is issued a citation.

Employees will make themselves available for testing for eight (8) hours after an accident. If they are not available, they are considered to have refused testing. The employee must refrain from using alcohol for the eight (8) hours following the accident or until tested, whichever is earlier.

Return to Duty - After a positive drug or alcohol test, an employee will not be allowed to return to a covered position until they undergo a return to duty test and obtain a negative result.

Follow Up Testing - Once a positive tested employee returns to a covered position, the covered employee is subject to unannounced follow-up testing, with the number and frequency to be set by the SAP with a minimum of six (6) follow-up tests during the initial twelve (12) month period. Additional follow up testing, if recommended by the SAP, shall be for a period of no more than-sixty (60) months after the employee returns. If testing is scheduled beyond the initial 12 months, the parties agree that consultation with the SAP is appropriate to ascertain the reasons continued follow up testing is recommended. A second positive test, or refusal to test, will result in immediate discharge.

Prior to verifying a "positive" result, the MRO will make every reasonable effort to contact the employee (confidentially), and afford him/her the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO will contact the Director of Employee Development, who will direct the employee to contact the MRO as soon as possible (within 24 hours).

TESTING PROCEDURES AND METHODOLOGY

Specimen collection, laboratory analysis, MRO Review, and related technical aspects of controlled substance and alcohol testing requirements are subject to Department of Transportation (DOT) procedures, as set forth in 49 C.F.R. Part 40. The DOT mandated procedures include safeguards to ensure the integrity of confirmation testing of specimens with initial positive test results, and in the case of controlled substance testing, collection of split specimens, testing by a federal government certified laboratory, and MRO review and verification of test results.

VIOLATION CONSEQUENCES

Any covered employee who tests positive for controlled substances or alcohol will automatically be removed from work and will be suspended without pay for two weeks. Behavioral/ performance issues associated with and/or to the employee's use of drugs and or alcohol will be treated as a separate disciplinary matter (i.e. a separate and distinct disciplinary penalty may be imposed for related conduct; if a suspension, the suspensions will run consecutively). A positive controlled substance test, or alcohol at a level of 0.04 or greater, will result in the employee being referred to the SAP for evaluation and treatment, if the employee maintains his/her employment status. The Substance Abuse Professional can return an employee to work following the two week suspension dependent upon required evaluation and treatment. If the Substance Abuse Professional only returns the employee to a non-safety sensitive function, the city will attempt to return that employee to work within those restrictions.

Regardless of the discipline imposed, if the test is positive for drugs, and/or shows an alcohol concentration of 0.04 or greater, the employee will be evaluated by the SAP who shall determine what assistance, if any, the employee needs in resolving their problems associated with controlled substance/alcohol misuse. If the SAP recommends a treatment program (inpatient or outpatient; the cost, if not covered by insurance, will be the responsibility of the employee) the employee will be discharged unless, within sixty (60) calendar days after their initial positive test, he/she fully complies with the terms of the treatment program, successfully completes the

program, and thereafter is able to pass a return to duty test as set forth above. If, as a result of the particular treatment program, the employee is unable to return to work upon completion of his/her unpaid disciplinary suspension(s), the employee will, upon request, be granted a leave of absence and will be allowed to use vacation leave (subject to current vacation leave policy) for the remainder of the treatment program (not to exceed sixty (60) calendar days).

Refusal to comply with an order to submit to a drug or alcohol test will result in discharge from employment. If an employee refuses such an order, a union steward (or if one is not available, another bargaining unit member), will be present when the order is re-issued.

Employees required to take a controlled substances or alcohol test will be paid for all time lost from work necessary to complete the collection of the testing sample. If an employee, in order to complete the collection, is required to expend time beyond their scheduled working hours, the employee will be paid for such time. After collection of the sample (reasonable suspicion or post-accident), the employee will not be paid pending the receipt of test results. If test results are negative, the employee will be returned to work and will receive the appropriate back pay. If test results are positive, disciplinary action will be retroactive to the collection of sample.

Under no circumstances will the city be required to pay an employee's wages for time during which the employee is removed from the job for any violation or FHWA/CDL requirements.

An employee, who, without being selected for testing, voluntarily requests treatment for a controlled substance and/or alcohol abuse problem, will be granted a leave of absence for up to sixty (60) calendar days. The employee may use accrued sick leave, vacation leave, (subject to the current sick and/or vacation leave policy,) or unpaid leave, in that order. The employee will thereafter only be returned to work if, within sixty (60) calendar days after their leave commences, he/she successfully completes the approved treatment / rehabilitation program, and is able to pass an appropriate return to duty test. If the employee returns to duty, he/she will thereafter be subject to all follow up testing requirements.

With regard to medical drug use (prescribed and/or over-the-counter) prior to performing a covered function, an employee must inform their shift supervisor if they are using a prescribed and/or over-the-counter drug which may affect/impair their job performance.

Responsibility, Referral and Treatment

The Director of Employee Development is designated by the City of Portage to administer the CDL Controlled Substances and Alcohol Program. The city will utilize a neutral third party administrator who will act as the Medical Review Officer (MRO) and Substance Abuse Professional (SAP).

In addition to the treatment program recommended by the SAP, the city will provide covered employees who violate the controlled substance and alcohol prohibitions with information about additional resources available to the employee for evaluating and resolving problems associated with the use of controlled substances and the misuse of alcohol. Costs for any such services not

covered by the Employee Assistance Program (EAP) or medical benefits shall be the employee's responsibility.

Test Costs and Compensation

The city will pay for the following alcohol and/or initial controlled substance tests; random, reasonable suspicion, and post-accident testing.

Although the city will pay for the tests, employees will be responsible for taking the pre-employment or return to duty controlled substance and/or alcohol tests on their own time.

Optional tests of split samples will be on the employees own time and at the employees own expense.

Follow up testing, as prescribed by a SAP, will be paid for by the city. Time spent away from normal working hours to submit to follow up testing will be compensated.

Record Retention and Confidentiality

The city and its neutral third party administrator will maintain records of the controlled substances and alcohol policy in accordance with FHWA requirements.

Summary requirements will be the responsibility of the Deputy Director, Compensation and Benefits. Testing will be tracked by the neutral third party administrator chosen by the city.

Employee records pertaining to controlled substance and alcohol testing will be maintained in a secure location with controlled access. With the exception of city personnel who have a "need to know", such information will only be released with the written consent of the individual or as otherwise required or permitted by law, including FHWA regulations.

Education

The city will provide all covered employees with instruction and informational materials about this policy, the effects of controlled substances and alcohol, and the EAP resources. The city requires that each covered employee sign a statement verifying receipt, reading and understanding of this policy.

The city will conduct training to ensure that supervisors are knowledgeable about this policy, EAP resources, and physical, behavioral and performance indicators of probable use of controlled substances and alcohol use.

Regulation Compliance and Reservation of Rights

The policy will be interpreted and administered in light of the requirements of DOT and FHWA regulations on controlled substances and alcohol testing, including any amendments to those regulations, and is subject to change at any time, (with notice given to the union) if necessary to remain in accordance with FHWA regulations.

This policy does not constitute a contract or promise by the city to perform in any specific manner. Nothing in the policy limits the city's right to take disciplinary action, for conduct leading up to or during controlled substances and/or alcohol testing irrespective of the test results. To the extent that this policy is inconsistent with FHWA regulations, the regulations will control.