CITY COUNCIL
MEETING AGENDA
1st and 3rd Thursday of the Month

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

Patrick Jordan, City Manager
Robert S. Richards, CMC City Clerk
Ralph B. K. Peterson, City Attorney

City Council Chambers located at: City Hall – 410 Ludington Street – Room C101 – Escanaba MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting
Thursday, August 17, 2017, at 7:00 p.m.

CALL TO ORDER
ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE – City Clerk Robert S. Richards
APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting – August 3, 2017
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION
BRIEF PUBLIC COMMENT
PUBLIC HEARINGS

   Explanation: As discussed in the budget process, Administration is recommending the Council amend Section 27-495, of the City Code of Ordinances, regarding parking fines, and has set August 17, 2017 as a public hearing and adoption of Ordinance No. 1188.

2. Second Reading, Public Hearing of Ordinance No. 1189 - Ordinance to amend Chapter 18, Section 18-212, of the City of Escanaba Code of Ordinances, In Order to Regulate the Sale, Discharge, Storage, Possession, Transportation and Distribution of Fireworks.
   Explanation: Administration is recommending the Council amend Section 18-212 of the City Code of Ordinances, regarding the regulation of sale, discharge, storage, possession, transportation and distribution of fireworks.

NEW BUSINESS

1. Approval – Use of Public Space – North 18th Street Between 12th Avenue North and 13th Avenue North - Christ the King Lutheran Church – Rally Day Festival.
   Explanation: Christ the King Lutheran Church sought Council approval to close off the 1,200 block of North 18th Street between 12th Avenue North and 13th Avenue North for their Fall Festival on September 10, 2017, from 9:30 a.m. to 2:30 p.m. Administration recommended approval with the following conditions: 1) Proper insurance be provided naming the City of Escanaba as an additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsor pay for any overtime City labor costs that may be incurred.

2. First Reading of Ordinance No. 1187 - An Ordinance to Amend Chapter 18 (Offenses) and 19 (Parks and Recreation), of the City Code of Ordinances to Prohibit Smoking and Apply Park Rules to the Escanaba Market Place.
   Explanation: The Escanaba Downtown Development Authority is requesting the City Council to amend Chapter 18 (Offenses), Section 18.203 (1) and Chapter 19 (Parks and Recreation), Section 19-2, of the City Code of Ordinances to prohibit smoking at the newly constructed Escanaba Market Place and apply park rules to the same facility. Administration is requesting that the City Council set September 7, 2017, for the second reading, public hearing and adoption of Ordinance No. 1187.
   Explanation: Administration requested Council go into closed session to discuss 3 year collective bargaining agreement between the City of Escanaba and Teamsters Local 406, Water/WasteWater Group.

Respectfully Submitted

[Signature]
Patrick S. Jordan
City Manager
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, August 3, 2017

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Also Present: City Manager Patrick S. Jordan, City Department Heads, media, and members of the public.

Pastor Erik Heskin of the Bethany Lutheran Church, gave the invocation and led Council in the Pledge of Allegiance.

Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve Regular Meeting minutes from July 20, 2017, as corrected.

ADJUSTMENTS TO THE AGENDA

Manager Jordan advised NB-4 Council would be asked to approve a resolution instead of a contract approval.

Blasier moved, Beauchamp seconded, CARRIED UNANIMOUSLY, to approve the Agenda as amended.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

Close-Out Public Hearing - Community Development Block Grant (CDBG) Escanaba Marketplace.

The Michigan Economic Development Corporation (MEDC) provided $487,300 of CDBG funding towards the now completed Escanaba Market Place. The City through the Escanaba Downtown Development provided matching funds of $565,000 towards the project. With the construction phase of the project completed, the City needed to undertake close-out activities associated with the CDBG funding. One of the requirements was for the City to conduct a “close-out public hearing”.

This being a public hearing, Mayor Tall asked if there was any public comment.
Hearing no public comment, Mayor Tall closed the public hearing.

Downtown Development Director Ed Legault stated that overall he had received positive comments on the Market Place Project, and the City was complimented on the new addition to the Downtown District. He also advised he received many inquiries regarding rental of the facility.

NEW BUSINESS

First Reading – Ordinance No. 1188 – Ordinance to amend the penalty provisions set forth in Chapter 27 - Section 27-495, Penalties of the City Code of Ordinances, and Schedule a Public Hearing and Adoption for August 17, 2017.

As discussed in the budget process, Administration recommended the Council amend Section 27-495, of the City Code of Ordinances, regarding parking fines, and set August 17, 2017 as a public hearing and adoption of Ordinance No. 1188.

NB-1 Sattem moved, Blasier seconded, to set August 17, 2017 as a public hearing and adoption of Ordinance No. 1188.

Upon a call of the Roll, the vote was as follows:

Ayes: Sattem, Blasier, Baribeau, Beauchamp, Tall

Nays: None

MOTION CARRIED.

First Reading – Ordinance No. 1189 - Ordinance to amend Chapter 18, Section 18-212, of the city of Escanaba Code of Ordinances, In Order to Regulate the Sale, Discharge, Storage, Possession, Transportation and Distribution of Fireworks.

Administration recommended the Council amend Section 18-212k of the City Code of Ordinances, regarding the regulation of sale, discharge, storage, possession, transportation and distribution of fireworks, and set August 17, 2017 as a public hearing and adoption of Ordinance No. 1189.

NB-2 Blasier moved, Sattem seconded, to set August 17, 2017 as a public hearing and adoption of Ordinance No. 1189.

Discussion – RFP North Shore Water Front.

A Joint Meeting took place on May 31, 2017, regarding the possible partnership between Delta County and the City of Escanaba to prepare and release a request for proposal (RFP) for the reuse and/or redevelopment of lakefront property that is owned and controlled by the County and the City between North 3rd Street and North 4th Street. At that meeting, both boards agreed to develop a (RFP) for the reuse and
City Council Minutes
August 3, 2017 – cont.

repurpose of the County Jail property and City property located between North 3rd and 4th Streets. The County Board was scheduled to meet on August 1, 2017, to approve the proposed joint RPF. Administration requested Council to also approve the proposed RFP.

Mayor Tall advised he attended the County Board Meeting on August 1, 2017, where the County Board did approve the proposed RFP.

Council Member Baribeau stated she did not recall funding for demolition of the old jail in the RFP. She hoped further discussion would take place regarding its future.

It was advised the RFP would take place once the new jail was constructed.

**NB-3** Blasier moved, Beauchamp seconded, to approve the proposed RFP, with due dates filled in at a later date.

Upon a call of the Roll, the vote was as follows:

Ayes: Blasier, Beauchamp, Baribeau, Satterm, Tall
Nays: None

**MOTION CARRIED.**

**Approval – Resolution - Lemerand Field Complex.**

Administration recommended Council approve a resolution for the Escanaba Area Public School to construct a new parking lot at Lemerand Field Complex parking.

Council Members thanked Pat Besse for her donation and athletic groups for the donations paying the unfunded balance of the project. After further discussion, the following resolution was made:

**NB-4** Be it Resolved by Council Member Baribeau seconded, by Council Member Satterm that:

Whereas, the Escanaba Area Schools seek to construct a new parking lot at Lemerand Park on city owned property, and;

Whereas, the Escanaba Area Public Schools seek to name the driveway into said parking lot.

Therefore be it resolved the City of Escanaba hereby authorizes the construction of said parking lot at Lemerand Park and that the Escanaba Area Public Schools may name the driveway into said parking lot.

Be it further resolved that said authorization is contingent upon the Escanaba Area Schools assuming all construction costs, maintenance costs and liability for
City Council Minutes
August 3, 2017 – cont.

the new parking lot at Le мер and Park.

Upon a call of the roll, the vote was as follows:

Ayes: Baribeau, Sattem, Blasier, Beauchamp, Tall
Nays: None

RESOLUTION DECLARED ADOPTED.

Approval – Quit Claim Deed – Delta Solid Waste Management Authority.

Administration sought Council approval of a Quit-Claim Deed between the City of Escanaba and the Delta Solid Waste Management Authority for the Landfill property located at 5701 19th Avenue North, Escanaba, MI.

Attorney Peterson briefly provided a property history. Attorney Peterson suggested, to avoid future problems, deed property to the Landfill Authority who will have full responsibility.

NB-5 Blasier moved, Baribeau seconded, to approve a Quit-Claim Deed between the City of Escanaba and the Delta Solid Waste Management Authority for the Landfill property located at 5701 19th Avenue North, Escanaba, MI.

Upon a call of the Roll, the vote was as follows:

Ayes: Blasier, Baribeau, Beauchamp, Sattem, Tall
Nays: None

MOTION CARRIED.

Approval – CIPP Lining Bid – Public Works and Water/Wastewater Departments.

Administration sought Council approval to accept the CIPP Lining Bid received from Insituform Technologies USA, LLC at their quoted unit prices. Funds for this project were in the Wastewater Fund and the Major Street Fund.

Public Works/City Engineer Bill Farrell briefly reviewed the scope of the project and recommended the bid from Insituform Technologies USA, LLC at their quoted unit prices.

NB-6 Sattem moved, Blasier seconded, to approve the CIPP Lining Bid received from Insituform Technologies USA, LLC at their quoted unit prices.

Upon a call of the roll, the vote was as follows:

Ayes: Sattem, Blasier, Beauchamp, Baribeau, Tall
Nays: None
MOTION CARRIED.

Approval – Automated Garbage Truck Bid – Public Works.

Administration sought Council approval to accept the Automated Garbage Truck bid received from Bell Equipment for (1) Heil Rapid Rail for the amount of $211,440. Funds for this project were in the 2017/2018 FY Budget.

Public Works/City Engineer Bill Farrell briefly reviewed the bid, and recommended the City continue the Heil Rapid Rail from Bell Equipment after reviewing/testing all three proposed trucks.

NB-7a Beauchamp moved, Sattem seconded, to approve the Automated Garbage Truck bid received from Bell Equipment for (1) Heil Rapid Rail for the amount of $211,440.

Upon a call of the roll, the vote was as follows:

Ayes: Beauchamp, Sattem, Blasier, Baribeau, Tall
Nays: None

MOTION CARRIED.

NB-7b Blasier moved, Baribeau seconded, to allow City Administration to attempt to sell old truck greater than $20,000.

Upon a call of the roll, the vote was as follows:

Ayes: Blasier, Baribeau, Beauchamp, Sattem, Tall
Nays: None

MOTION CARRIED.

APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Mayor Tall, with Council consensus, reappointed Ralph B.K. Peterson to the Escanaba Building Authority.

BOARD, COMMISSION, AND COMMITTEE REPORTS

Council Members reviewed City Board and Commission meetings each attended since the last City Council Meeting.
GENERAL PUBLIC COMMENT

Ralph Blasier commented on the mural he donated to the City and questioned where it was.

ANNOUNCEMENTS

- Residents were reminded of the Dog racing event scheduled at the Miracle of Life Building this weekend located at the Fairgrounds, and the Water Front Art Festival, and Rock the Dock were scheduled August 5th in Ludington Park.

Mayor Tall proclaimed Tuesday, August 15, Back our Blues Day in the City of Escanaba.

Hearing no further public comment, the Council adjourned at 7:48 p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: Marc D. Tall, Mayor
TO:        Patrick Jordan, Escanaba City Manager
FROM:     Director Robert LaMarche
DATE:     July 17, 2017

SUBJECT: Parking violations

The current City ordinance for parking violations sets the fines at $15 for non-winter violations and $30 for winter violations. In May, Council passed an increase in these fines for the 2017-2018 budget year. The new rate would be $25 for non-winter parking violations and $35 for winter violations. Prior to charging the new fine rate, the current ordinance would have to be changed by the City Council.

Thank you

Director Robert LaMarche
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ORDINANCE NO. 1188

ORDINANCE TO AMEND THE PENALTY PROVISIONS SET FORTH IN
CHAPTER 27 - SECTION 27-495, PENALTIES
OF THE CITY CODE OF ORDINANCES.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

That Section 27-495 Penalties, be amended in its entirety to read as follows:

Sec. 27-495. Penalties.

All penalties under this division shall be payable within five (5) business days. Any penalties assessed under this division not paid within five (5) business days will be assessed double the penalty amount.

The following penalties shall be assessed under this division:

1. Parking too far from curb ................................................................. $25.00
2. Angle or parallel parking violations ................................................. 25.00
3. Obstructing traffic ........................................................................... 25.00
4. Prohibited parking (signs unnecessary):
   a. On sidewalk .................................................................................. 25.00
   b. In front of driveway ....................................................................... 25.00
   c. Within intersection ......................................................................... 25.00
   d. Within fifteen (15) feet of hydrant ................................................. 25.00
   e. On crosswalk ................................................................................ 25.00
   f. Within twenty (20) feet of crosswalk or within fifteen (15) feet of corner lot lines ................................................................. 25.00
   g. Within thirty (30) feet of street side traffic sign or signal .......... 25.00
   h. Within fifty (50) feet of railroad crossing ...................................... 25.00
   i. Within twenty (20) feet of fire station entrance ............................. 25.00
   j. Within seventy-five (75) feet of fire station entrance on opposite side of street (signs required) ......................................................... 25.00
   k. Beside street excavation when traffic obstructed ........................... 25.00
   l. Double parking ............................................................................ 25.00
   m. On bridge or viaduct or within tunnel ............................................ 25.00
   n. Within two hundred (200) feet of accident where police in attendance ................................................................. 25.00
   o. In front of theater .......................................................................... 25.00
p. Blocking emergency exit ........................................ 25.00
q. Blocking fire escape ........................................ 25.00
r. In alley ................................................... 25.00
s. Parking for prohibited purpose:
   1. Displaying vehicle for sale ............................... 25.00
   2. Working or repairing vehicle ............................. 25.00
   3. Displaying advertising .................................... 25.00
   4. Selling merchandise ....................................... 25.00
   5. Storage over forty-eight (48) hours .................... 25.00
(5) In prohibited zone (signs required):
   a. No parking zone ........................................ 25.00
   b. Time restricted parking zone ......................... 25.00
(6) Wrong side of street, boulevard or roadway ............ 25.00
(7) Loading zone violation .................................... 25.00
(8) Taxicab, parking other than cab stand ................ 25.00
(9) Two (2) hour parking zones ............................... 25.00
(10) Failure to set brakes .................................... 25.00
(11) Parked on grade wheels not turned to curb ............ 25.00
(12) Violation of Winter Parking Restrictions
     (see section 27-490 (3)) ............................... 35.00
(13) Private property, without owner's consent ............ 25.00
(14) Winter parking restrictions (see section 27-490 (1) (2) (4)) 25.00
(15) Parking in a fire lane .................................... 25.00

CHAPTER II

SAVINGS CLAUSE

If any section, subsection, sentence, clause, or phrase of the within Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, section, subsection, sentence, clause, phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.
Ordinance No. 1188 - continued

CHAPTER III

REPEALING CHAPTER

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

CHAPTER IV

EFFECTIVE DATE

This Ordinance shall be in full force and effect ten (10) days after its passage and publication.

APPROVED: Ralph B. K. Peterson
City Attorney

APPROVED: Marc D. Tall
Mayor

ATTEST:

Robert S. Richards, CMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a regular Meeting held on the #th day of ####, 2017, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on #### 9th, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk
AN ORDINANCE TO AMEND CHAPTER 18, SECTION 18-212,
OF THE CITY OF ESCANABA CODE OF ORDINANCES
IN ORDER TO REGULATE THE SALE, DISCHARGE
STORAGE, POSSESSION, TRANSPORTATION AND
DISTRIBUTION OF FIREWORKS

THE CITY OF ESCANABA ORDAINS:

CHAPTER 1

Chapter 18, Article VII, Division 1, Section 18-212, is hereby amended to
read as follows:

Section 18-212. FIREWORKS.

a) The term "Firework" or "Fireworks" means any
composition or device, except for a starting pistol, a flare
gun, or a flare, designed for the purpose of producing a
visible or audible effect by combustion, deflagration, or
detonation. Fireworks consist of consumer fireworks, low
impact fireworks, articles pyrotechnic, display fireworks, and
special effects, as defined by the Michigan Fireworks Safety
Act, Act 256 of 2011.

b) The sale, discharge, storage, transportation and
distribution of fireworks in the City of Escanaba shall be
governed by the Michigan Fireworks Safety Act: Act 256 of
2011.

The use of low impact fireworks, as defined in the Michigan
Fireworks Safety Act of 2011, (ground and hand held
sparkling devices) will be permitted year-round.

c) Use of Consumer fireworks, as defined in the
Michigan Fireworks Safety Act, in the City of Escanaba is
limited to the day before, the day of, and the day after, a
federal holiday, contingent on the following:

i. Fireworks shall not be sold to a minor.

ii. No person under the age of 18 years shall use, possess,
explode or cause to explode any fireworks, as defined
herein, within the city.

iii No person under the age of 18 years shall buy, purchase,
acquire or obtain any fireworks, as defined herein, within the
city.

iv. A person shall not ignite, discharge, or use consumer
fireworks or low-impact fireworks, as defined in the Michigan
Fireworks Safety Act, on public property, school property,
church property, or the property of another person without
that organization’s or person’s express permission.

v. For purposes of this ordinance, Federal Holidays are:
New Year’s Day, Birthday of Martin Luther King Jr.,
Washington’s Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Veteran’s Day, Thanksgiving,
and Christmas Day.
The use of consumer fireworks between the hours of 1:00 A.M. and 8:00 A.M. on permitted days as outlined in section 7 (2) and (2b) of Public Act 65 of 2013, is prohibited.

Upon application in writing to the City of Escanaba by any association or group of individuals for the public display of fireworks, the Director of Public Safety may grant permission for such display, subject to such conditions as the Director of Public Safety or his designee may impose to properly safeguard the public, both as to persons and property; and subject to the provisions of the Michigan Fireworks Safety Act, Act 256 of 2011, section 28.406.

Any persons violating any provisions of this article shall be responsible for a civil infraction. The penalty for the first offense shall be $50.00 and, for the first repeat offense, $250.00. For the second or subsequent repeat offense, the fine shall be no more than $500.00.

CHAPTER II
SAVINGS CLAUSE

If any section, subsection, sentence, clause or phrase of the within Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

CHAPTER III
REPEALING CHAPTER

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

CHAPTER IV
EFFECTIVE DATE

This Ordinance shall be in full force and effect ten (10) days after its passage and publication.

APPROVED: Marc D. Tall, Mayor

Ralph B.K. Peterson, City Attorney

ATTEST:

Robert S. Richards, CMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Regular Meeting held on the ### day of August, 2017, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (Month) (day), 2017, and that said meeting was conducted
and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk
CITY OF ESCANABA - SPECIAL EVENT APPLICATION
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: Sunday, September 10, 2017

NAME OF EVENT: Rally Day Festival

CONTACT INFORMATION: (Please print clearly – incomplete applications may be delayed)
Organization: Christ the King Lutheran Church
Contact Person: Pastor Chris Johnson
Address: 1230 North 18th Street
City, State Zip: Escanaba, Michigan
Website: www.ctk-escanaba.org
Charitable Org #:______________________
Alternate Contact: Arlene Cody 786-5949

Daytime Phone: 786-7400
E-mail: c.lutheran@att.net
Event Phone:
Fax:

Do you grant the City of Escanaba, City Manager’s Office permission to give your telephone number to the general public? ☑ Yes ☐ No

LOCATION:
☐ City Park Name of Park: ____________________________
☐ Building/Facility Name/Area: ____________________________
☒ Road(s) Road Closure Required? ☐ Partial ☐ Full

DATE/TIME:

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</tbody>
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The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the city or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.
EVENT DETAILS – TYPE OF EVENT:
- □ Parade
- □ Cycling
- □ Festival/Event
- □ Run
- □ Walkathon
- □ Other (specify): ________________________

ESTIMATED ATTENDANCE: (Please estimate all that apply)
- Participants: □ 75
- Bands: □ _____________
- Vehicles/Floats: □ _____________
- Volunteers: □ 20
- General Public: □ _____________
- Wheelchair Accessible: □ Yes □ No
- For events on City Property are you seeking approval to charge:
  - Admission: □ Yes □ No
  - Parking: □ Yes □ No
- This event is: □ Open to the Public □ For Invited Guests Only

EVENT ELEMENTS: (Complete to ensure proper permits are processed)
- Power Requirements: □ Yes □ No
- Sound Amplification: □ Yes □ No
- Access to power if possible: □ Yes □ No
- Live Music: □ Yes □ No
- Tents/Temp. Structures: □ Yes □ No
- Amusement Rides: □ Yes □ No
- Inflatables: □ Yes □ No
- Fireworks: □ Yes □ No
- Alcohol: □ Yes □ No
- Size of Tent(s): ________________________
- Provider: ____________________________
- Provider: Bask

FOOD AND BEVERAGE:
- Will there be Food and Non-Alcoholic Beverages sold? □ Yes □ No (Continue to next page)
- Food Stand locations: □ Indoor □ Outdoor □ Indoor and Outdoor
- What types of food will the Food Stands be selling? (Check all that apply)
  - □ Chicken / Seafood
  - □ Rice / Pasta Dishes
  - □ Soda / Chips / Candy
  - □ Hotdogs / Hamburgers
  - □ Soups / Chili
  - □ Salad
  - □ Other Meats
  - □ Baked Goods
  - □ Other Foods (Please list) ____________________________________________
**RESERVATION FEES:** (Check applicable box(es))

<table>
<thead>
<tr>
<th>Location</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ludington Park — Pavilion (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>Ludington Park — Pavilion (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Ludington Park — Bandshell (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>Ludington Park — Bandshell (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Ludington Park — Gazebo (2 Hour Block)</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Other Picnic or Gathering Area (Full Day)</td>
<td>$35</td>
<td></td>
</tr>
<tr>
<td>John D. Besse Park — Pavilion (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>John D. Besse Park — Pavilion (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Lemerand Field — Pavilion (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>Lemerand Field — Pavilion (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Lemerand Field — Entire Complex (Full Day)</td>
<td>$250</td>
<td></td>
</tr>
</tbody>
</table>

*** Half-Day Reservations Cut-off Time is 4:00PM. Half-day reservations can be made before or after 4:00PM.

**EVENTS REQUESTING ROAD CLOSURE:**

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager’s Office. If there are any SPECIAL REQUESTS that you would like the City to consider, please outline them on a separate piece of paper and attach.

---

**DEFINE THE CLOSURE LIMITS — ATTACH A DETAILED MAP**

![Map Diagram]

**I have read and understood the Special Events Application.**

**I will notify the City Manager’s Office of any changed to my event application at least fourteen (14) days in advance of the event.**

**I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10 — Alcohol in Public Places (if applicable).**

---

Event Organizer Signature: [Signature]  
Print Name: Chris Johnson  
Date: 8-3-17
Search Results for "1230 north 18th street escanaba"

1. 1230 N 18th St
   1230 N 18th St,
   Escanaba, MI 49829-1628
May 18, 2017

Jim O'Toole
City Manager

Jim:

The Escanaba Downtown Development Authority would like to hold required public hearings at the City Council Meetings June 1st & June 15th with the intent to add the Escanaba Market Place Grounds to the City Codes under Ordinance 1187.

I have met with the City Clerk and provided additional information that was needed for this agenda item.

Sincerely,

Ed

Ed Legault
Executive Director
Escanaba Downtown Development Authority
edwarddda@att.net
W) 906-789-8696
F) 906-789-6182
ORDINANCE NO. 1187

AN ORDINANCE TO AMEND CHAPTER 18, SECTION 18.203(1) and
CHAPTER 19, SECTION 19-2, OF THE CODE OF ORDINANCES
TO PROHIBIT SMOKING AND APPLY PARK RULES TO
THE ESCANABA MARKET PLACE

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Chapter 18, Section 18.203(1) of the Escanaba Code of Ordinances is hereby
amended to read as follows:

Section 18.203(1) - Prohibition of Smoking on City of Escanaba Owned Outdoor
Property

Smoking shall be prohibited on the following outdoor city-owned or leased
property:

(1) Smoking shall be prohibited within one hundred (100) feet of the following
city playgrounds:

- Harbor Hideout
- Royce Playground
- Rose Playground
- Stephenson Playground
- Jefferson Playground
- Veterans Playground
- Beach Playground
- Westside Playground
- Silvan Point Playground
- John D. Besse Playground
- And, Escanaba Market Place

CHAPTER II

Section 19-2, Definitions:

Public outdoor recreation areas is hereby amended by adding the following:

(10) The Escanaba Market Place Playground & Public Gathering Area

All the area of the DDA Property between 15th Street South & Ludington Street.
West Boarder is 1513 Ludington Street (Jim's Music Property.) The playground area
South of the Pavilion Structure is between 15th Street and boarders residential property
prior to 1st Ave South. The property includes a parking lot that is located north of 1st Ave
South.

CHAPTER III

SAVINGS CLAUSE:

If any section, subsection, sentence, clause or phrase of the within Ordinance is,
for any reason, held to be unconstitutional, such decision shall not affect the validity of the
remaining portions of this Ordinance. The City Council hereby declares that it would
have passed this Ordinance, section, subsection, sentence, clause or phrase thereof
irrespective of the fact that any one or more sections, subsections, sentences, clauses or
phrases be declared unconstitutional.
CHAPTER IV
CONFLICTING ORDINANCES REPEALING CHAPTER

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

CHAPTER V
EFFECTIVE DATE

This Ordinance shall be in full force and effect ten (10) days after its passage and publication.

APPROVED

Ralph B.K. Peterson
City Attorney

Marc D. Tall
Mayor

APPROVED

Date Approved: September XX, 2017
Date Published: September XX, 2017

ATTEST:

Robert S. Richards, CMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Regular Meeting held on Thursday the XXX day of September 2017, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, September XX, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk
AGREEMENT

BETWEEN

THE CITY OF ESCANABA

AND

GENERAL TEAMSTERS LOCAL UNION NO. 406, I.B.T. WATER/WASTEWATER GROUP

2ND VOTING DOCUMENT

Effective:

July 1, 2017

Through

June 30, 2020
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
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<tbody>
<tr>
<td>1</td>
<td>Recognition, Security &amp; Union Deduction</td>
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<tr>
<td>2</td>
<td>Sick Leave</td>
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<td>3</td>
<td>Funeral Leave/Personal Day</td>
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<td>4</td>
<td>Leave of Absence</td>
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<td>5</td>
<td>Military Leave</td>
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<td>6</td>
<td>Jury Duty Leave</td>
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<td>7</td>
<td>Seniority</td>
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<td>8</td>
<td>Grievance &amp; Arbitration</td>
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<td>9</td>
<td>Wages &amp; Pay Periods</td>
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<td>10</td>
<td>Holidays</td>
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<td>11</td>
<td>Vacations</td>
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<td>11.5</td>
<td>Paid Time Off</td>
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<tr>
<td>12</td>
<td>Hours of Work, Overtime &amp; Premium Pay</td>
</tr>
<tr>
<td>13</td>
<td>Discipline &amp; Discharge</td>
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<td>14</td>
<td>Insurance - Hospitalization, Life, Dental</td>
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<td>15</td>
<td>Disability</td>
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<td>16</td>
<td>Retirement</td>
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<td>17</td>
<td>Longevity</td>
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<td>18</td>
<td>Compensatory Time</td>
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<tr>
<td>19</td>
<td>General Provisions</td>
</tr>
<tr>
<td>20</td>
<td>Term of This Agreement</td>
</tr>
<tr>
<td></td>
<td>Schedule &quot;A&quot; (Classification by Department)</td>
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<tr>
<td></td>
<td>Schedule “B” (Classification &amp; Wage Rates)</td>
</tr>
</tbody>
</table>
THIS AGREEMENT, made and entered into this 1st day of July, 2017, by and between the CITY OF ESCANABA, hereinafter referred to as the "Employer" and GENERAL TEAMSTERS LOCAL UNION LOCAL NO. 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at, 2013 1st Avenue North, Escanaba, Michigan, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1
RECOGNITION, SECURITY AND UNION DEDUCTIONS

Michigan PA 349 of 2012 has invalidated the provisions set forth below in Section 4. The clauses set forth below regarding Union security and other matters rendered illegal shall not be deemed contractually required.

SECTION 1. The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer for all of the Water and Wastewater Treatment Plant employees that hold positions as listed on Schedule "A", excluding all others.

SECTION 2. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment affecting all employees of the Employer included in the bargaining unit herein acknowledged.

SECTION 3. Membership in the Union is not compulsory. All employees, except temporary or part-time employees, have the right, hereby acknowledged, to join and maintain membership in the Union; however, neither party shall discriminate against any employee on the basis of membership or non-membership in the Union. A temporary employee shall be defined as an employee hired for a specific period of employment not greater than six (6) months; and a part-time employee shall be defined as an employee employed for work assigned for an average of not greater than twenty (20) hours per week during any consecutive four (4) week period.

SECTION 4. All employees in the bargaining unit covered by this Agreement shall, as a condition of continued employment, pay to the Union such initiation fee and regular Union dues
as may, from time to time, be approved by the membership of the Union, or an amount of money equal to such initiation fee and regular Union dues. All new employees hired in classifications covered by the terms and provisions of the Agreement, and within the bargaining unit defined herein, shall commence payment of such fee and/or dues thirty-one (31) days following the termination of the six (6) month probation period hereinafter provided; and the payment of such fees and/or dues shall be a condition of continued employment. Permanent employees who fail or refuse to perform the requirements set forth herein shall be separated from employment with the City.

SECTION 5. Any provision of this Agreement which may hereafter be found to be, or may hereafter become, invalid under the laws of the United States or of the State of Michigan shall be subject to renegotiation upon the request of either of the parties hereto.

SECTION 6.

A. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee governed by the terms and provisions hereof all dues and/or initiation fees of the Union, or amount equivalent thereto, and pay such amount deducted to the Union, provided, however, that the Union presents to the Employer written authorization signed by such employee, allowing such deductions and payments to the Union.

B. The written authorization for union dues deduction may be revoked only by written notice given to the Union and Employer at least sixty (60) days, but not more than seventy five (75) days before any periodic renewal date of the authorization.

C. All new employees hired in classifications covered by the terms and provisions of the Agreement, and within the bargaining unit defined herein who have provided written authorization for the deduction of dues or fees shall commence payment of such fee and/or dues thirty one (31) days following the termination of the six (6) month probation period hereinafter provided.

D. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, expenses and other forms of liability in reliance upon this section.

SECTION 7. The City and the union will honor all terms and conditions of this agreement and the rights of the City shall in no way conflict with the terms of this Agreement.

The union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. The City has the right to determine when overtime work is required and schedule such overtime. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City. The City shall
have the right to determine hours and shifts and reasonable schedules of work and the number of employees in any department and to establish the methods and processes by which such work is performed. The City shall have the right to establish, adopt, amend, promulgate and enforce uniform work rules for its departments.

SECTION 8. This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group, or singularly, from expressing their will and ideas relative to City policy, administration and financing as set forth in the City Charter and the Michigan Home Rule Act.

ARTICLE 2
SICK LEAVE

Article 2 Applies to employees hired prior to 8/1/2014, who have not elected to participate in the City's PTO Plan. Employees hired on or after 8/1/2014, and employees hired prior to 8/1/2014 who have elected to participate in the PTO plan, should refer to Article 11.5 below.

A. Sick leave will be accrued for all full-time employees at the rate of twelve (12) days per year during the term of this Agreement. Unused sick leave shall be allowed to accumulate without maximum limitation.

B. It shall be the responsibility of the Employer to maintain sick leave records and it shall be the responsibility of each employee to verify the record and notify the Employer if a discrepancy is noted. The Employer shall disclose to any employee the amount of unused sick leave credited to such employee, upon the request of the employee.

C. An employee shall be credited for accrued sick leave on the first day of each month following the date of the commencement of employment, except that no employee may use sick leave until he has been employed for six (6) months.

D. Employees retiring from the City's service under the City's retirement plan will be compensated for unused, accumulated sick leave in accordance with the following formula:

\[
\text{All unused sick leave accumulated over and above 500 hours shall be paid at one-half (½) of the employee's hourly rate at the last day worked, not to exceed}$, 1,800.
\]

E. Each department head will be responsible for approving sick leave, and he or she may do so only for valid reason, and after an employee informs him or her of his intention not to report to work. Each employee shall be responsible to notify his department head of their intended absence, unless such employee is hospitalized, or otherwise unable to tender such notification. Written verification of illness by a physician shall constitute sufficient showing of valid reason for absence due to illness; however, the lack of such verification shall not, in and of itself, be evidence of abuse of sick leave.
F. The department head responsible for approving sick leave may require a doctor's examination for any employee requesting sick leave. The cost of such examination shall be paid by the City; and if upon such examination the examining doctor should determine the employee to be fit for duty, the employee will report for duty or be taken off sick leave, except, however, that any dispute arising hereunder shall be subject to grievance and arbitration procedure hereinafter set forth. If the employee is found to be fit for duty, the cost of such examination will be paid for by the employee. If the employee’s doctor has a conflicting diagnosis, the City will continue to pay for the medical exam.

ARTICLE 3
FUNERAL LEAVE/PERSONAL DAY

Article 3 Applies to employees hired prior to 8/1/2014, who have not elected to participate in the City’s PTO Plan. Employees hired on or after 8/1/2014, and employees hired prior to 8/1/2014 who have elected to participate in the PTO plan, should refer to Article 11.5 below.

A. FUNERAL LEAVE - Funeral leave will be granted in the event of a death in the immediate family, the immediate family being defined as follows: spouse, mother and father of spouse, mother and father of employee, children of employee, stepchildren of the employee, brothers and sisters of employee, brothers-in-law and sisters-in-law, grandmother and grandfather of employee, stepmother and stepfather of employee, sons-in-law and daughters-in-law, and grandchildren of the employee. Leave granted in the event of a death in the immediate family shall not be deducted from sick leave and shall be paid at the employee's regular rate. Duration of such leave shall be determined in the reasonable exercise of the Employer's discretion in light of the circumstances of each individual occasion for the taking of such leave.

B. PERSONAL DAY. Each employee will be granted two (2) "personal days" per fiscal year, which can be accumulated to no more than 4 days total. Advance notice (prior to the day it will be utilized) is required, except in the case of an emergency, as it will assist department heads in their scheduling functions.

Department heads are urged to make every effort to allow employees the use of the time as requested. However, if the granting of a personal day results in staffing below minimum requirements, they should deny the request.

ARTICLE 4
LEAVE OF ABSENCE

A. Leave of absence may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner of the necessity of the request for leave of absence, and his decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.
B. Limited leave or time off without pay may be granted by the department head, if such approval will not impair the efficiency of the department, and providing such leave will not exceed forty (40) working hours.

C. The employer will comply with the provisions of the Family Leave Act.

ARTICLE 5
MILITARY LEAVE

A. Military leave shall be granted to present employees according to applicable State and Federal Laws.

ARTICLE 6
JURY DUTY LEAVE

An employee will be excused from work for jury duty and will be compensated at his or her regular rate of pay, less the amount received for serving as a juror, for all hours during which the employee is absent from work during his or her regular working hours as the result of such duty. The employee may choose to take annual leave if he or she desires, and retain all of his jury duty pay.

Employees assigned to the second shift, who do not attend work for any day that the employee has been selected for jury duty, shall receive compensation at the regular rate. Being called for duty, but not actually serving will not relieve an employee of their obligation to work their full shift. If an employee chooses to attend a portion of their shift on a day in which they have served on jury duty, they will not be entitled to any additional compensation beyond their "regular pay".

ARTICLE 7
SENIORITY

A. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee within the bargaining unit to which he or she is assigned (see D. below). Net credited service shall mean continuous employment within the bargaining unit with the Employer beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence or unauthorized absences, plus paid sick time, time off compensated by Workers' Compensation, time off due to service in the Armed Forces of the United States and other, authorized paid time off.

B. New employees will be considered probationary employees for a period of not less than six (6) months, and up to one (1) year (see paragraph C. below), from the date of initial, continuous, full-time employment. An employee may be terminated at any time during the trial
sion by the City Manager without the right of appeal or a hearing. During this
probationary period, the employee will not be a Union member. Those employees who transfer
into the unit from another City bargaining unit, or from a City non-union position, shall be
deqned probationary, but shall not be subject to the “at-will” provisions of this section (also see
Section M below). Such employees would however be subject to discharge for cause.

C. An employee's probation may be extended for another, consecutive period of six (6)
months, for good cause, and upon written notice to the employee and Union, and in such cases,
the provisions of Paragraph A and B above will apply throughout this extended period. Written
notification, in such instances, shall be provided ten (10) days prior to expiration of the initial
probationary period.

D. Seniority shall be on a bargaining unit departmental basis and the Employer will post
departmental seniority lists annually. For the purpose of this provision, job classifications within
the bargaining unit covered by this Agreement shall be assigned to particular departments as
shown by the attached Schedule A. Employees who transfer into the bargaining unit from other
City bargaining units, or from non-union positions, shall carry forward seniority only for
purposes of determining fringe benefits.

E. In the event of layoff in the bargaining unit any department, employees shall be laid
off in inverse order of seniority in that classification (see Schedule A), the employee in the
affected classification department with the least seniority in that classification, being the first laid
off. Also see (I) below. This process is assuming that the remaining employees are qualified to
do the work. Recall shall be on the basis of seniority, the last employee laid off to be the first
recalled assuming that the recalled employee is qualified to do the work.

F. Employees laid off without misconduct on their part, and who request in writing
within two (2) years after separation, shall have their names placed on either or both a general re-
employment or department re-employment list, at the option of the employee. The rank of such
employees on the list shall be determined by a combined rating, giving equal consideration to
efficiency as demonstrated on the job and length of service with the Employer. The seniority
and eligibility of all candidates on re-employment lists shall expire two (2) years from the date of
separation. No employee who seeks to exercise the options herein provided shall be deemed
thereby to have waived his seniority or any right to recall otherwise herein provided.

G. Employees who were laid off and obtained other City jobs, either through bumping or
through the general employment lists, will have first right of refusal on their previous positions,
if and when the position is reinstated.

H. Existing employees who obtain a new position, either through bidding, promotion,
bumping, or the general reemployment list, will retain their current wage step for purposes of
determining the wage to be paid for their new position. Any such employee, who is not at top
step, shall be eligible for a step increase on the July 1st immediately following the transfer.
Employees who obtain a new position, either through bumping, or the general re-employment list, will be paid at the rate of the new position held.

I. In the event of a layoff, employees will be allowed to cross-bump into other positions within the bargaining unit departments, if their job descriptions are similar, or the qualifications are less. Employees exercising this bumping right will be given two (2) weeks to demonstrate their ability to perform the required work.

J. An employee shall lose his seniority for the following reasons only:

(1) He or she quits:

(2) He or she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

(3) He or she is absent for three (3) consecutive working days without notifying the Employer and fails to show good cause for such lack of notification to the Employer, who shall send written notice to the employee at his last known address that he or she has lost his seniority, and that his employment has been terminated;

(4) He or she does not return to work within seven (7) days of mailing of written notice of recall by the Employer to the employee's last known address and fails to show good cause therefore; and

(5) A dispute arising as a result of the loss of any employee's seniority pursuant to the provisions of this subsection shall be subject to the grievance procedures hereinafter established, including arbitration.

K. An employee who is injured while on duty shall continue to accumulate seniority during their absence due to such injury, and shall be reinstated upon recovery to their former position with full seniority, provided the employee is physically qualified to return to work. However, if the employee has not returned to work after one year from the date of the medical diagnosis of injury, the employee will not continue to accumulate seniority. Employees will be able to return to their former position if they return to work within one (1) year from the date of injury. If after one year the employee has not returned to work, they will be placed upon a preferred eligibility list for rehire and offered the next open position.

L. Seniority will be a factor for consideration in selecting an employee for promotion in bargaining unit departments. The other two factors will be ability and qualifications. The department head will make the choice among the top three (3) candidates for the promotion, as determined by seniority, ability and qualifications.

M. Employees assigned to vacancies or new positions will be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or positions. If the employee transfers within this unit and is unable to qualify for
the new position, he or she shall be returned to his original classification, with no loss of seniority in the original classification, provided the original classification has not been deleted and provided further that if the original classification has been deleted, the employee may exercise his seniority rights to any other classification in the unit or department, except that if the employee is unable to qualify for the next job classification to which he or she chooses to exercise his seniority rights, his employment may be terminated. **An existing City employee who transfers into this bargaining unit from another unit, or from a non-union position, shall not have reinstatement rights, under this provision, to a previously held position, unless such rights are provided for in the labor agreement with the preceding bargaining unit, or in the case of a non-union employee, reinstatement shall be at the sole discretion of the City Manager.**

N. Reclassification. When an employee’s position expands in job duties and responsibilities, consideration will be given to reclassify the employee to a higher classification.

O. The Employer shall notify the Union, in writing, of the hiring, promotion, demotion, transfer, reclassification or termination of any employee covered by this Agreement, and such notice shall include the rate of pay of such employee or any change thereof.

P. Prior to any long-term layoffs, the Union will be given an opportunity to comment on the method and effects of any such layoffs; provided, however, that failure to reach specific agreements on said layoff will not prevent the Employer from initiating the layoff procedure according to the provisions contained in this Contract. However, the City will not subcontract any work which would cause the layoff of any bargaining unit employee.

Q. Job openings will be posted and filled as follows:

**Job openings for positions within the bargaining unit will be posted first within the unit and made available to unit members before being made available to other employees of the City and to the general public. If three (3) or more qualified unit members apply for the open position, then the City shall appoint one (1) of the unit member applicants to fill said vacancy.**

If fewer than three (3) qualified unit members apply for a position, then the City shall have the option to post the position to other City employees. **If three (3) or more qualified City employees apply for an open position, then the City shall appoint one (1) applicant to fill said vacancy.** If fewer than three (3) qualified City employees apply for a position, then the City shall have the option to post the position to the general public.

(1) Job openings will first be posted within the affected department as set forth in Schedule A.
(2) If three or more qualified applicants submit applications from within the affected department, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all members of the bargaining unit.

(3) If three or more qualified applicants submit applications from the first two posting steps, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all other full-time employees of the City.

(4) If three or more qualified applicants submit applications from the first three posting steps, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all other qualified individuals.

ARTICLE 8
GRIEVANCE AND ARBITRATION

A. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement. Neither party shall be obligated to negotiate on any grievance.

B. Step 1. - Any employee who believes he or she has suffered a grievance shall, within eight (8) calendar working days thereafter, with his steward, discuss the matter with his or her Department Head in an attempt to arrive at a satisfactory settlement. The Department Head shall make his or her decision and, within eight (8) calendar working days thereafter, advise the employee of said decision.

Step 2. - If no satisfactory settlement is reached at Step 1, the grievance shall be reduced to writing, shall be presented by the steward to the Department Head within seventeen (17) calendar working days of the Employer’s decision under step one after the date that the grievant either knew of the dispute or should have known of the dispute. If no agreement is reached by the parties, the Employer shall advise the Union and the aggrieved employee, in writing, as to the position of the Employer within seventeen (17) calendar working days of having received the written grievance.

Step 3. - Within thirty (30) calendar days of the Employer advising the Union that the matter cannot be resolved as described above, either party shall have the right to request, in writing, binding arbitration. Either party may ask the Michigan Employment Relations Commission to submit a list of persons eligible to serve as arbitrators. If, within
seventeen (17) ten (10) calendar days from the receipt of the list, the parties have not agreed on a single arbitrator, such arbitrator shall be appointed by the Michigan Employment Relations Commission. In rendering a decision, the arbitrator will confine him or herself to the terms and conditions delineated in the Agreement. The rules of the Michigan Employment Relations Commission shall prevail in the proceedings.

C. The grievant and the Steward of jurisdiction may attend the arbitration proceedings during their regular work hours without the loss of pay. If, however, the grievant has been terminated, the grievant will not receive pay. Under no circumstances will services be stopped, slowed or otherwise impaired while said proceedings are underway.

D. Each party will bear the expense of its representative. The expense of the arbitration shall be equally divided between the Union and the Employer. There shall be no suspension or refusal to handle work during the negotiations or arbitration.

E. By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.

ARTICLE 9
WAGES AND PAY PERIODS

A. Annual increments shall take effect on the first day of each fiscal year. An New employee hired, appointed, promoted or reinstated prior to the first day of January in any fiscal year shall be eligible to receive an increment on the first day of the next succeeding fiscal year.

B. An New employees hired, appointed, promoted or reinstated on or after the first day of January in any fiscal year shall not be eligible to receive an increment until the first day of the second succeeding fiscal year.

C. No employee shall receive an increment which would result in his receiving an annual salary in excess of the maximum of the salary grade to which his position is allocated.

D. The City retains the option of advancing step increments based on the experience of employee and the needs of the City. The step increment will be advanced at the date of hire or at the end of six (6) months. Under no circumstances will advancements be made after six (6) months.
ARTICLE 10
HOLIDAYS

A. Holiday defined:

(1) Full Holiday - When used herein, the term "full holiday" shall mean a full twenty-four (24) hours, commencing at 12:00 Midnight of the eve of the holiday and ending at 12:00 Midnight on the night of the holiday.

(2) Half Holiday - When used herein, the term "half holiday" shall mean a period of twelve (12) hours commencing at 12:00 noon of the holiday and ending at 12:00 Midnight on the night of the holiday.

B. Conditions for granting pay on holidays: Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday, unless the employee is on approved paid time off or not scheduled to work. All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

C. The following holidays will be recognized:

Full Holiday
- New Years Day (January 1)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day Following Thanksgiving Day
- Christmas Day (December 25)

Half Holiday
- Good Friday Afternoon
- Christmas Eve Afternoon (December 24, p.m.)
- New Years Eve Afternoon (December 31, p.m.)

D. Employees working holidays designated in Section C of this Article will be compensated as follows:

Full Holiday: Work during regular shift (Excluding Sunday): Rate - Base rate x 1-1/2 for hours worked + 8 hours holiday pay for full holiday. When a holiday falls on a Sunday, work during a regular shift will be paid at the base rate x 2. Not during regular shift hours: Rate - Base rate x 2-1/2 x hours worked.
**Half Holiday:** The same schedule shall apply as in a full holiday. No employee shall be required to work for more than four (4) hours on any half holiday without receiving holiday pay.

The employees required to work their regular shift on a day off granted in lieu of any holiday in Section C of this Article will be paid at time and one-half (1-1/2x) their regular rate.

E. Holidays falling on Saturday or Sunday will be observed on those days. Employees not scheduled to work on Saturday or Sunday shall receive eight (8) hours of such time to be used as designated by the City Manager.

F. If an employee is called out on one of the holidays listed below, they will be paid their base rate X 2½ for hours worked, regardless of whether the hours were during their “regular” shift: New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

G. Employees working their scheduled shift on Easter Sunday will receive an additional four (4) hours of pay.

**ARTICLE 11
VACATIONS**

Article 11.0 A, C, F and G apply to employees hired prior to 8/1/2014, who have not elected to participate in the City’s PTO Plan. Employees hired on or after 8/1/2014, and employees hired prior to 8/1/2014 who have elected to participate in the PTO plan, should refer to Article 11.5 below.

A. Vacation time with pay will be granted to all permanent, full-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of City employment.

B. Vacation or PTO schedules are subject to the approval of the department head who is charged with the responsibility of insuring that vacation or PTO time granted will not seriously impair the operation of his department.

C. Vacation will be granted on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>2 through 6</td>
<td>11</td>
</tr>
<tr>
<td>7 through 11</td>
<td>16</td>
</tr>
<tr>
<td>12 through 14</td>
<td>18</td>
</tr>
<tr>
<td>15 through 20</td>
<td>21</td>
</tr>
<tr>
<td>21</td>
<td>22</td>
</tr>
</tbody>
</table>
D. Seniority, along with departmental personnel needs, will be the determining factors in
the selection and/or assignment of periods of vacation or PTO to individual employees.

E. Any employee requesting vacation or PTO leave shall apply at least twenty-four (24)
working hours in advance except for particular periods of time when the department head may
deem it necessary to prepare schedules covering particular periods of time; said schedules to be
prominently posted within the department for at least two (2) weeks.

F. Employees terminating their City employment will be entitled to pay for the unused
and accrued portion of their vacation leave to the last date of their employment. The last date of
said City employment is declared to be the last date on which an employee worked a full, eight
(8) hour shift.

G. An employee will not be allowed to accumulate vacation time beyond two (2) years
of credited vacation at the regular rate for that employee. Such time lost will not be regained by
an employee subsequently using all or a portion of the previously credited vacation time.

The above provisions regarding vacation accrual will not be subject to exception unless:

(1) For reasons of efficiency or emergency, the Employer forbids an employee from
taking vacation time and there is subsequently insufficient time prior to the employee's
anniversary date to prevent the loss of accrued vacation time.

(2) Six (6) months prior to the accrual of excess vacation time, an employee remaining
on the City payroll obtains a written exception from the City Manager, said exception to
be only granted in the best interests of the City.

(3) Six (6) months prior to retirement, an employee receives an exception, in writing,
from the City Manager.

(4) Reasons of health prohibit utilizing vacation during any given year.

ARTICLE 11.5
PAID TIME OFF (PTO)
**APPLICABILITY:** Employees hired on or after 8/1/2014 shall participate in the City’s Paid Time Off (PTO) Plan. Employees hired prior to 8/1/2014 may voluntarily elect to participate in the PTO Plan by providing written notice to the Personnel Director prior to 9/1/2014. Employees who elect to participate in the PTO Plan shall relinquish all rights to accumulated and future accrued vacation, sick leave, personal leave and funeral leave.

**TERMS:** Employees participating in the PTO Plan shall receive annual paid leave pursuant to the below schedule. Leave shall be granted and available for use on one’s hire date and on each subsequent anniversary date. Employees may carry forward unused PTO in an amount not to exceed 3 times one’s current annual allotment.

**SCHEDULING:** Certain departments have policies for scheduling vacations, in which case, PTO participants are expected to comply with any such policy. In all cases, employees must provide proper notification of time off in accordance with general City policies.

**USES:** PTO may be used for vacations, sickness, bereavement, and any other purpose for which an employee desires time away from work.

**CLASSIFICATION OF TIME:** PTO shall be considered time worked for purposes of insurance and retirement eligibility and for purposes of seniority.

**PTO AT SEPERATION:** Employees shall be paid for up to two years’ allotment of available PTO at separation, at the rate of pay then in effect, except as provided for as follows: Employees who are discharged for “Cause” or who quit without giving at least one week notice, shall not be paid for unused PTO at separation from services.

**PTO WILL BE GRANTED PURSUANT TO THE FOLLOWING SCHEDULE:**

<table>
<thead>
<tr>
<th>DATE GRANTED</th>
<th>DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIRE DATE</td>
<td>10</td>
</tr>
<tr>
<td>1ST ANNIVERSARY</td>
<td>12</td>
</tr>
<tr>
<td>5TH ANNIVERSARY</td>
<td>17</td>
</tr>
<tr>
<td>10TH ANNIVERSARY</td>
<td>22</td>
</tr>
<tr>
<td>15TH ANNIVERSARY</td>
<td>25</td>
</tr>
<tr>
<td>20TH ANNIVERSARY</td>
<td>30</td>
</tr>
<tr>
<td>25TH ANNIVERSARY</td>
<td>35</td>
</tr>
</tbody>
</table>
ARTICLE 12
HOURS OF WORK, OVERTIME AND PREMIUM PAY

A. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for its employees.

B. The standard week for computing pay will remain as it has in past practice.

C. Employees shall be allowed one fifteen (15) minute break during each four (4) hours of work.

D. Hourly employees working in excess of five (5) days (40 hours) during a standard week will be paid at a rate of one and one-half times (1-1/2x) their regular hourly rate or rates.

E. Hourly employees working more than eight (8) hours during any day will be paid at a rate one and one-half time (1-1/2x) the regular hourly rate or rates.

F. The hours of work in specific shift assignment shall be determined by the department head, shall be posted on the department's bulletin board monthly, and may be adjusted no less than twenty four (24) hours in advance by actual notice to any employee or less than twenty-four (24) hours in advance, or by mutual agreement between a department head and an employee. Volunteers for schedule adjustments made less than two (2) weeks prior to a posted day off will be on the basis of seniority between qualified employees. Should no employees volunteer for a schedule adjustment, the Employer may adjust the schedule as needed in inverse order of seniority.

G. Employees working on regular shift shall receive a shift differential of thirty-five (35) cents per hour for hours worked between the hours of 4:00 p.m. and 12:00 a.m. or 3:00 p.m. and 11:00 p.m. if that is the scheduled shift; and forty (40) cents per hour for hours worked between the hours of 12:00 a.m. and 8:00 a.m. or 11:00 p.m. to 7:00 a.m. if that is the scheduled shift.

H. A minimum of two (2) hours at time and one-half (1-1/2x) shall be paid an employee who returns to duty after having been released from regular day's work or on days other than his scheduled work days. An employee who answers an emergency call shall be considered as being on duty for the full two (2) hours, and another call within his two (2) hour period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2x) for actual time worked in excess of such two (2) hours. The minimum of two (2) hours at time and one half (1-1/2X) shall be paid in addition to any scheduled hours worked during that same two (2) hour period.

1. The Employer in determining which employee or employees to call out will use the seniority call out list for contacting employees.
I. Employees not scheduled to work on the day upon which a holiday falls will be paid a minimum of two (2) hours at the holiday rate for responding to emergency calls. An employee scheduled to work on the day upon which a holiday falls, who is excused by reason of it being a holiday, shall be paid a minimum of two (2) hours at time and one-half (1-1/2x) for responding to emergency calls during the regularly scheduled hours from which he or she was excused. A minimum of two (2) hours at the holiday rate shall be paid to such employee for responding to emergency calls before or after his regularly scheduled hours. The provisions of this Section shall apply only to the holidays designated in Article 10, Section C, excluding the holidays designated in Article 10, Section F. of this Agreement; pay for emergency call-back on a day off given in lieu of a holiday in Article 10, Section C, will be governed by the provisions of Article 12, Section H. The employer, in determining which employee or employees to call out, will use the seniority call out list for contacting employees in the appropriate job classification.

J. Premium pay will be paid for employees working on any Sunday if the Sunday worked is within their regular workweek schedule; said premium pay to be computed as follows:

Regular rate of pay plus one-half (½) of this amount for hours worked. This premium rate is not to be figured on overtime pay or on any differential or other premium pay that might be over and above the regular rate of pay normally paid the employee.

K. Any other employee who undertakes the duties of a higher classification, shall be paid at no less than the minimum rate specified for such higher classification, provided that such employee shall have assumed the duties of said higher classification for three (3) consecutive eight (8) hour working days.

L. The Employer shall notify the Union immediately in the event that any new classification of employees covered by this Agreement shall be established, in which event the parties shall establish the wage rate for such new classification by mutual agreement.

M. In computing hours to be applied in calculating overtime, all excused and paid hours will count as time worked.

N. Out-of-classification overtime will be by seniority between qualified employees.

O. Sunday overtime will be paid at double time (2X).

ARTICLE 13
DISCIPLINE AND DISCHARGE

An employee may be disciplined or discharged for just cause; provided that a finding by the Employer of just cause for the discipline or discharge of any employee covered by this Agreement shall be subject to the grievance procedure herein above set forth, including arbitration.
Once a year an employee may request a meeting with the City Manager, or his designee, to review the employee’s personnel file. Upon mutual agreement, disciplinary records may be expunged. The City decision will not be subject to the grievance procedure.

ARTICLE 14
INSURANCE - HOSPITALIZATION, LIFE, DENTAL

A. A—During the term of the Agreement the employer agrees to pay into the M.C.T.W.F., Pursuant to the Fund’s Participation Agreement, for each eligible member and/or family, who elects coverage pursuant to the Employer’s 125 Cafeteria Plan, a contribution amount as indicated below for plan 1028.

<table>
<thead>
<tr>
<th></th>
<th>TIER 1 SINGLE</th>
<th>TIER 2 EMPLOYEE AND CHILDREN</th>
<th>TIER 3 EMPLOYEE AND SPOUSE</th>
<th>TIER 4 FAMILY</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE 4/2/17</td>
<td>173.10</td>
<td>329.45</td>
<td>392.00</td>
<td>485.90</td>
</tr>
<tr>
<td>EFFECTIVE 4/1/2018</td>
<td>170.95</td>
<td>324.80</td>
<td>386.30</td>
<td>478.60</td>
</tr>
<tr>
<td>EFFECTIVE 3/31/2019</td>
<td>174.65</td>
<td>331.75</td>
<td>394.70</td>
<td>488.95</td>
</tr>
<tr>
<td>EFFECTIVE 3/29/2020</td>
<td>185.65</td>
<td>352.85</td>
<td>419.70</td>
<td>520.05</td>
</tr>
</tbody>
</table>

B. The Employee shall reimburse the Employer 20% of the Base Medical Benefit and Prescription Drug Benefit Premium rates pre-tax, per bi-weekly payroll deduction.

C. During the term of the MCTWF Participation Agreement entered into on 7/1/2017 & 8/3/2014 and expiring on 6/30/2020 & 6/30/2017, Employer shall contribute to the fund on behalf of covered employees for the following:

- They are absent from the job due to an on the job injury/illness (i.e. for Workers Compensation) for the lesser of (1) 26 weeks following the week in which the
injury/illness occurred, or (2) the duration of the on the job injury/illness related absence;

- They are absent from the job due to an off the job injury/illness for the lesser of (1) 4 weeks following the week in which the injury/illness occurred, or (2) the duration of the off the job injury/illness related absence;

- For each week on behalf of a participant who worked or is compensated for any portion of the contribution week;

- Whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty is commenced;

D. Employees covered under MCTWF Plan 1028 will not be eligible for Weekly Accident and Sickness benefits in weeks they receive any compensation from the employer.

E. OPT OUT: Employees who have submitted an opt out application to MCTWF with a Certificate of Creditable Coverage shall on written approval receive pay in lieu of health insurance benefits, otherwise known as “opt out” pay. The amount of opt out pay shall be 40% of the City’s cost for the applicable health policy. Opt out pay shall be calculated net of reductions for mandatory tax payments, i.e. FICA, FUTA, Unemployment Insurance, etc. Opt out amounts shall be established on January 1st of each year and shall remain in effect through December 31st. Opt out pay shall be subject to all terms and conditions contained in the City’s Section 125 plan document. Employees may only opt out of health insurance benefits during the City’s annual open enrollment period, or during a special open enrollment period, or in conjunction with a “qualifying event” as outlined in the City’s Section 125 plan document.

In the event opt out pay is disallowed under Federal or State regulations, opt out employees will be returned to the applicable insurance policy; payments shall cease; and the City shall have no further liability for said payments.

F. The Employer agrees to furnish, at no cost to Employee, a term life insurance policy in the amount of $20,000 double indemnity covering Employee only.

ARTICLE 15
DISABILITY

An employee may be terminated from his employment in the event he or she becomes disabled as a result of disease, physical ailment or defect which, in the opinion of the City doctor and his department head, makes him or her unfit for the safe or efficient performance of his duties. For the purpose of this provision, disability shall be interpreted as any condition which has caused, or is likely to cause, an employee to be unable to safely and efficiently perform his duties for a period not less than six (6) months. In the event any employee wishes to dispute the findings or recommendation of the City doctor, he or she shall be entitled to obtain and present
independent medical evidence, at the employee's expense. If such independent medical evidence
does not support the recommendation of the City doctor, and the dispute or issue raised thereby
cannot be resolved to the mutual satisfaction of the employee and the Employer, such dispute or
issue shall be subject to the grievance procedures herein set forth, including arbitration.

All employees injured or incapacitated in the actual discharge of their duties, shall
receive compensation and medical care in accordance with the provisions of the Michigan
Worker's Compensation Act; and the Employer shall pay, in addition thereto, from the date of
injury or incapacity, but not to exceed six (6) months for any one personal injury, a weekly sum
equal to the difference between the weekly amount of compensation benefits paid to such
employee and the wages payable at the employee's regular rate of pay for forty (40) hours of
work per week; except that this provision shall not apply under the following circumstances.

(1) When an employee suffering partial incapacity refuses to accept limited duties within
his capacity to perform and at his regular rate of pay;

(2) When employment terminates through death, retirement, or other reasons;

(3) When injury results from the employee's misconduct.

ARTICLE 16
RETIREMENT

A. Employees hired prior to 7/1/06 who have attained 25 or more years of credited
service and who are at least 55 years old will be eligible for full retirement pay through the
Municipal Employee's Retirement System. Retirement benefits shall be as follows: MERS
defined benefit (DB) plan with B3; F-55/25; FAC 3 option.

Final Average Compensation (FAC) is the average of the wages paid during the period of
three (3) consecutive years of credited service which produces the highest average. The three (3)
consecutive years must be in the last ten (10) years of credited service.

FAC will include unused vacation leave, unused comp. time, unused personal leave and
prorated longevity pay paid at retirement, per the provisions of the contract, and in accordance
with MERS' rules for the calculation thereof.

Employees hired on or after 7/1/06 will be required to participate in the City’s Defined
Contribution Retirement Plan (DC plan). The terms of the DC plan shall be as follows: The
City shall contribute an automatic 4% of an employee’s gross pay (not including pay in lieu of
insurance benefits) into the plan. The City will match up to an additional 3% pre-tax
contribution by the employee. Employees will vest in City contributions one year after the
receipt thereof.

B. All employees who have twenty-five (25) or more years of service or are retiring,
shall receive $100.
C. Employees who have reached age 55 will be eligible for retirement bonus under the following schedule, upon retirement:

<table>
<thead>
<tr>
<th>Yrs Service</th>
<th>Bonus Payment</th>
<th>Yrs Service</th>
<th>Bonus Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$300</td>
<td>30</td>
<td>$525</td>
</tr>
<tr>
<td>21</td>
<td>$320</td>
<td>31</td>
<td>$525</td>
</tr>
<tr>
<td>22</td>
<td>$340</td>
<td>32</td>
<td>$525</td>
</tr>
<tr>
<td>23</td>
<td>$360</td>
<td>33</td>
<td>$525</td>
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<tr>
<td>24</td>
<td>$380</td>
<td>34</td>
<td>$525</td>
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<td>25</td>
<td>$400</td>
<td>35</td>
<td>$525</td>
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<td>26</td>
<td>$425</td>
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<tr>
<td>27</td>
<td>$450</td>
<td>37</td>
<td>$550</td>
</tr>
<tr>
<td>28</td>
<td>$475</td>
<td>38 +</td>
<td>$600</td>
</tr>
<tr>
<td>29</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. An annual cost of living (COLA) increase will provide a 1% cost of living increase for retired employees. The COLA increase is effective on January 1st of each year and in order for employees to be eligible for a COLA increase, the effective date of retirement must be before August 1st of the preceding year. This provision shall not apply to employees hired after 6/30/06, and shall not apply to employees hired prior to 7/1/06 who have elected the DC plan in lieu of the DB plan.

ARTICLE 17
LONGEVITY PAY

After completing five (5) full years of service as of November 1, each employee receives annually, on the payday closest to December 1 (to be paid by separate check), longevity pay computed as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>$200</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$350</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$450</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$550</td>
</tr>
</tbody>
</table>

ARTICLE 18
COMPENSATORY TIME

Employees may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee, for a period not to exceed two (2) regular forty (40) hour work weeks, or a total of eighty (80) hours. Compensatory time shall also be credited to an employee while in attendance, outside of regular hours of work, at school or classes which contribute to the
improvement of skills or knowledge utilized in the performance of such employee's job duties, upon approval by the City Manager.

Compensatory time credited to employees, in lieu of over-time, shall be credited at the rate of one and one-half times (1-1/2x) the number of overtime hours worked.

Prior approval of the City Department Head must be obtained in order to accrue compensatory time. A notice of twenty-four (24) hours must be given by an employee to his or her Department Head requesting earned time off. The twenty-four (24) hour notice shall not be a mandate in the event of a proven emergency. A Department Head may grant compensatory time off for less than eight (8) hours at his discretion.

However, it is agreed that the granting of compensatory time off shall not unnecessarily interfere with the efficient operation of the department.

Upon written request, on or before October 15th, the Employer shall provide monetary compensation for compensatory time earned payable on the check for the first regular pay period in November.

ARTICLE 19
GENERAL PROVISIONS

A. In the event that a dispute arises regarding past practice or custom and either party asserts that such past practice or custom constitutes a part of this Agreement, any dispute or issue arising as a result of such claim shall be subject to the grievance procedure herein above set forth, including arbitration.

B. All existing administrative regulations governing City policy will remain in effect and future administrative regulations which may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.

C. No person in the City classified service or seeking admission thereto shall be appointed, demoted or removed, or be in any way favored or discriminated against because of his political or religious opinions or affiliations or national origin.

D. All employees governed by this Agreement shall maintain a residence within 20 miles from the corporate City Limits of Escanaba.

E. If any Article or Section of this Agreement or any Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
F. It shall be expressly understood by both parties that this Contract may be revised, amended or otherwise altered to include new agreements, or affect changes in the existing contract language, when mutually agreed upon by the Union and the Employer.

G. It shall not be obligatory on either party to reopen negotiations during the agreed-upon period for effectuation of this Contract except as specified in Article 14, Section B.

H. Words which impart one gender shall be applied to either gender where appropriate.

I. Sewer and Sanitation employees will be furnished with coveralls with the understanding that they will wear them at all times while on duty.

J. Employees will be required to comply with the provisions of the Michigan Commercial Drivers License requirements. Employees will be required to possess a valid driver’s license and the appropriate endorsement (group designation) for the vehicle they are required to drive.

Fees for the renewal of the regular driver’s license will be the responsibility of the employee. Any fees for required endorsements (designations) will be paid for by the Employer.

K. A City Safety Committee will be formed and a Water/Waste Water employee will serve on this committee.

L. Safety Shoes and Clothing. All employees designated by the City will be required to wear designated and approved safety toed shoes/boots and Class III clothing at all times. To help defray the cost of said boots and clothing, the City will reimburse those designated employees up to $200 every odd calendar year, toward the purchase of such footwear and clothing. In all cases, employees shall be required to furnish receipts for qualifying purchases before receiving any reimbursement.

Safety Shoes. All employees designated by the City will be required to wear approved safety toed shoes/boots at all times. To help defray the cost of this safety rule, the City will reimburse designated employees up to 25% of the cost of purchasing said footwear upon evidence of the purchase of qualifying footwear. This will be allowed once each fiscal year.

ARTICLE 20
TERM OF THIS AGREEMENT

The provisions of this Agreement shall become effective as of July 1, 2017. This Agreement shall continue in full force and effect until midnight, June 30, 2020, unless, not more than 150 days but at least 120 days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, which shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless, before such date of termination, all subjects of this Agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative.

CITY OF ESCANABA

BY

Patrick Jordan
James O’Toole, Manager

Ronald E. Holzgen, Local 406
Secretary Treasurer
Principal Officer

(Date)

BY

Kevin Keveney, Local 406
Business Agent

(Date)

GENERAL TEAMSTERS LOCAL UNION NO. 406

BY

Ellis P. Wood

(Date)
City of Escanaba
Teamsters 214 Labor Agreement
7/1/2014 to 6/30/2017
Schedule A
Job Classifications

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