

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

Municipal Building, 241 S. Front Street, Dowagiac, Michigan

Monday, January 12, 2015, 7:00 p.m.

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### AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons  
-Mayor Pro-Tem Leon Laylin  
-Councilmember Charles Burling  
-Councilmember James Dodd  
-Councilmember Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – December 8, 2014  
December 19, 2014, Special Meeting
- APPOINTMENTS –
1. City Council Ward 1 - Recommended by Council Interview Sub-Committee to appoint Danielle Lucas to fill the Council vacancy in Ward 1.  
  
Swearing in of Councilmember for Ward 1
  2. DART – Recommended by Mayor and offered by Mayor Pro-Tem:  
Appointed Randy Gross, Sr. to a fill vacancy with a term expiring in May 2018.
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS
1. Martin Luther King Day Celebration Walk, January 18, 2015
  2. Ice Time Festival, February , 2015
- PUBLIC HEARING
1. A public hearing regarding a request to vacate the public alley running east and west between Florence St. and Louise Ave.

RESOLUTIONS –

1. Resolution to authorize the vacation of the public alley running east and west between Florence St. and Louise Avenue.
2. Resolution to authorize the purchase of used storage units for Dowagiac Area History Museum.
3. Resolution to authorize collective bargaining agreements with the IBEW for two years agreements covering the period of January 1, 2015 through December 31, 2016.
4. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$653,469.19	\$173,373.89	\$826,843.08

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS continued

5. Resolution to go into a Closed Session pursuant to the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose to consider the purchase or lease of real property up to the time an option to purchase or lease that property is obtained.

Return to open session

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday, December 8, 2014

A regular meeting of the Dowagiac City Council was called to order by Mayor Lyons at 7:00 p.m.

Mayor Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons, Mayor Pro-Tem Leon D. Laylin; Councilmembers Charles K. Burling, Randall G. Gross, Sr., Lori A. Hunt and Bob B. Schuur.

ABSENT: Councilmember James B. Dodd

STAFF: City Manager Kevin P. Anderson, City Manager; Rozanne H. Scherr, Assistant City Manager.

Councilmember Laylin moved and Councilmember Hunt seconded that the minutes of the November 24, 2014 regular meeting be approved.

Approved unanimously.

### COMMUNICATION (moved on to Agenda)

1. Letter from Randy Gross resigning his Ward 1 City Council seat effective at end of year or as determined by sale of his house.

Discussion on filling vacancy: Vacancy will be posted immediately. Committee consisting of Mayor Pro-Tem Laylin and Council members Dodd and Gross to interview candidates.

### APPOINTMENTS

1. Southwest Michigan Planning Commission – Recommend Mayor Don Lyons as Representative and Mayor Pro-Tem Leon Laylin as Alternate Representative to represent the City of Dowagiac on the SWMPC replacing Jim Snow.

Councilmember Burling moved and Councilmember Schuur seconded approval of the appointment.

### RESOLUTIONS

1. Resolution to schedule a Public Hearing for January 12, 2015 to receive input regarding a request to vacate the public alley running east and west between Florence St. and Louise Ave.

Councilmember Laylin offered and moved the adoption of the following resolution; seconded by Councilmember Burling.

DOWAGIAC CITY COUNCIL MEETING

Monday, December 8, 2014

Page Two

WHEREAS, there is currently a public alley running east and west between Florence St. and Louise Ave. and;

WHEREAS, a request has been received by the City of Dowagiac from adjacent property owners to vacate the above-described public alley, and;

WHEREAS, State statute requires that the City Council set a public hearing on such requested vacations.

NOW THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby sets a public hearing to consider any comments or objections concerning this proposal for its regular meeting on Monday, January 12, 2015 at 7:00 p.m. in the City Council Chambers, and;

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish notices of the public hearing as required by statute in the *Dowagiac Daily News*.

ADOPTED unanimously.

2. Resolution to close City Hall on December 26, 2014.

Councilmember Gross offered and moved the adoption of the following resolution; seconded by Councilmember Laylin.

WHEREAS, in 2014 Christmas Day is on a Thursday, and;

WHEREAS, many businesses are choosing not to open on the Friday following Christmas Day, and;

WHEREAS, the residents of the city would not be adversely impacted if City Hall offices were closed for public business on December 26, 2014,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the closing of City Hall offices on December 26, 2014.

ADOPTED unanimously.

3. PULLED FROM CONSIDERATION

4. Resolution to authorize a lease with Pride Care for a proposed building in the Dowagiac Industrial Park.

DOWAGIAC CITY COUNCIL MEETING

Monday, December 8, 2014

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Councilmember Burling offered and moved the adoption of the following resolution; seconded by Councilmember Schuur.

WHEREAS, the City of Dowagiac residents are provided ambulance services by Pride Care, and;

WHEREAS, Pride Care needs improved facilities and the City of Dowagiac has the means by which to construct then lease facilities to Pride Care,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the terms of a building lease with Pride Care, and;

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to complete lease negotiations and act as signatory for the execution of a lease once the legal review is complete.

ADOPTED unanimously.

5. Resolution to authorize a contract to construct a building in the Dowagiac Industrial Park.

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Burling.

WHEREAS, the City of Dowagiac will be well served by building and leasing a building to Pride Care, and;

WHEREAS, staff has received quotes for construction and is recommending the low quote be approved,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the quote from Fryman Construction in the amount of \$150,000 to construct a building in the City of Dowagiac Industrial Park, and;

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to act as signatory for the execution of same.

ADOPTED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, December 8, 2014

Page Four

6. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due:

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Laylin.

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #5 for the period ending 12/05/14:

Invoices	\$283,061.57
Payroll	<u><del>\$132,223.35</del> 180,539.19</u>
Total	\$463,600.76

**BE IT RESOLVED** that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$283,061.57	\$180,539.19	\$463,600.76

ADOPTED on a roll call vote.

Ayes: Five (5) Burling, Gross, Hunt, Laylin, Schuur

Nays: None (0)

Absent: One (1) Dodd

Abstain: None (0)

AMENDED PAYROLL AMOUNT AS NOTED ABOVE

7. MOVED ON TO AGENDA: Resolution to schedule a Public Hearing for January 26, 2015 to receive comment on the draft Park and Open Space Plan.

Councilmember Laylin offered and moved the adoption of the following resolution; seconded by Councilmember Burling.

DOWAGIAC CITY COUNCIL MEETING

Monday, December 8, 2014

Page Five

WHEREAS, staff is in the process of updating the City of Dowagiac Park & Open Space Plan, and;

WHEREAS, the Draft Park & Open Space Plan requires a minimum thirty (30) day public review period, and;

WHEREAS, after the end of the public review period the City Council will hold a public hearing on such requested plan.

NOW THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby sets a public hearing to consider any comments or objections concerning the Park & Open Space Plan for its regular meeting on Monday, January 26, 2015 at 7:00 p.m. in the City Council Chambers, and;

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish notices of the public hearing as required in the *Dowagiac Daily News*.

ADOPTED unanimously.

COMMENTS FROM CITY OFFICIALS

ADJOURNMENT

Upon motion by Councilmember Schuur and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 7:22 PM.

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Donald D. Lyons, Mayor

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Rozanne H. Scherr, Assistant City Manager

## DOWAGIAC CITY COUNCIL MEETING

Monday, December 19, 2014

A regular meeting of the Dowagiac City Council was called to order by Mayor Lyons at 8:30 a.m.

PRESENT: Mayor Donald D. Lyons, Mayor Pro-Tem Leon D. Laylin; Councilmembers Charles K. Burling, James B. Dodd, Sr., Lori A. Hunt and Bob B. Schuur.

ABSENT: Councilmember Randall G. Gross.

STAFF: City Manager Kevin P. Anderson, City Manager.

### RESOLUTIONS

1. Resolution to enter into an agreement with the Michigan Natural resources Trust Fund for the Silver Creek Russom Park Development (TF 11-016).

Councilmember Laylin offered and moved the adoption of the following resolution; seconded by Councilmember Schuur.

WHEREAS, the City of Dowagiac has entered into an agreement with the Michigan Natural resources Trust Fund for the Silver Creek Russom Park Development (TF 11-016), and;

WHEREAS, project period needs to be extended to May 31, 2014 to complete the project,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the terms of the attached Development Project Agreement Amendment 2, and;

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to sign the Development Project Agreement Amendment 2 on behalf of the City of Dowagiac.

ADOPTED unanimously.

2. Resolution to authorize the purchase a police vehicle.

Councilmember Burling offered and moved the adoption of the following resolution; seconded by Councilmember Hunt.

Resolved, that the purchase of a 2015 Ford Police Interceptor Utility vehicle from C. Wimberly Ford in the amount of \$27,562.

ADOPTED unanimously.

3. Resolution to authorize the harvesting of timber.

DOWAGIAC CITY COUNCIL MEETING

Monday, December 19, 2014

Page Two

Councilmember Dodd offered and moved the adoption of the following resolution; seconded by Councilmember Schuur.

Resolved, that the City of Dowagiac accept the L&M Lumber proposal to harvest timber in 5 areas of the City property in the amount of \$72,600.

ADOPTED unanimously.

ADJOURNMENT

Upon motion by Councilmember Schuur and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 8:39 AM.

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Donald D. Lyons, Mayor

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Kevin P. Anderson, City Manager

## MEMO

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**TO:** Mayor Lyons and City Council Members

**FROM:** Kevin P. Anderson, City Manager

**DATE:** 1-9-15

**RE:** Ward 1 Council Vacancy

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The Council Interview Sub-Committee established a process to widely advertise the vacancy in Ward 1 Council, receive applications, interview all applicants, and prepare a recommendation for City Council.

Six applications were received including Junior Oliver, Thurman Chennault, Ernie Kurdys, Danielle Lucas, Eileen Crouse, and Ronald Leitz.

Mayor Pro-Tem Leon Laylin served as chair of the committee and reports that the committee is recommending Danielle Lucas to fill the remainder of Ward 1 term (November 2015).

# CITY OF DOWAGIAC

## COUNCIL APPLICATION

Your willingness and interest to serve the City of Dowagiac is greatly appreciated. The purpose of this application form is to provide the Mayor, City Council and City Administration with basic reference information.

OFFICE SOUGHT Council member - First ward

Name Danielle Evet Lucas  
(First) (Middle) (Last)

Address 103 Cora St. Dowagiac 49047  
(Street Address) (City) (Zip Code)

Home Telephone No.: 269 783 6383

Resident of Dowagiac for 34 years. Resident of Michigan 39 years.

I am registered and qualified to vote at the address listed above:  Yes No

I am a citizen of the United States:  Yes No  
(You must be a United States citizen to seek office.)

To the best of your knowledge: Are you eligible to serve on the Council? Yes Are you able to attend meetings regularly? Yes Are you currently in default of the City? NO.

What community activities are you currently (or in the past) involved with? Relay for Life, Steins Run

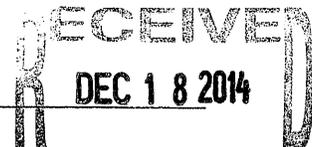
Please indicate any information such as professional qualifications and/or work experience, which you would like to present for consideration: I have worked at Southwestern Michigan College for 11 years working with a diverse population.

Please state your reason for desire to serve on this board(s): Please see attached

If appointed to this office, are you willing to run for this office at the expiration of the appointed term?

The information I have provided is true; and if I am subject to the campaign finance disclosure requirements provided under Michigan's Campaign Finance Act, PA 388 of 1976, all statements, reports, late filing fees and fines required of me or any Candidate Committee organized to support my appointment to office and registered under the Act will be filed or paid in accordance with the Act. (This filing information is available at the Cass County Clerk's Office)

SIGNATURE OF APPLICANT Danielle Lucas



December 19, 2014

Council Board Members,

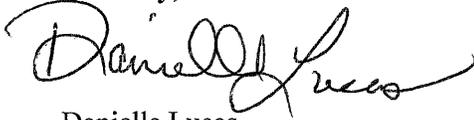
Please accept this letter as indication of my genuine interest in seeking the office of Council Member-First Ward for the City of Dowagiac. Based on living in this community majority of my life, my eleven years of experience working in the financial aid office, at Southwestern Michigan College I am confident that I am qualified and will be an asset in this position.

I have been a resident of Dowagiac for the majority of my life. I have attended and graduated from Dowagiac Senior High. As a student I participated in school sports and clubs. Shortly after graduating high school I left for a brief time to complete my basic training and AIT training for the Army Reserves for which I served for eight year. While in the reserves, I utilized my benefits and received my Associates Degree at SMC and my Bachelor's Degree from IUSB. I am now employed at Southwestern Michigan College where I have worked with a diverse population. Along with my established organizational skills, leadership skills, and advanced problem-solving abilities, I understand the importance of working with others and communicating with other to make a difference

I feel I have deep roots in my community and have a strong desire to be more involved. I did leave Dowagiac for a short period of time but my family and the love of the community brought me back. I have always loved the feel of a small town. I love attending the events in Downtown Dowagiac and enjoy the junior high and high school sporting events and other functions.

Accepting challenges is the foundation of my life experiences and something I do with dedication and confidence. Recognizing the value of teamwork and the importance of organizational cohesiveness, I am excited about the potential of serving my community in this capacity. I appreciate your consideration of my application for the position of Council Member.

Sincerely,

A handwritten signature in cursive script that reads "Danielle Lucas". The signature is written in black ink and is positioned above the printed name.

Danielle Lucas

**EVENTS APPROVAL FORM**

Event: Martin Luther King, Jr. Day Celebration Walk  
Date: Sunday, January 18, 2015 2:00 pm  
Sponsoring Organization: ACTION  
Contact Person(s): Eunice Murray  
Contact Person's Telephone: 269.845.0319

**CITY MANAGER:**

Final Approval  Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature St. L. Sumrell Date 12/31/14

**DEPARTMENT OF PUBLIC SERVICES:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature James Budjoch Date 1-5-15

**FINANCE DEPARTMENT:**

Approval                       Approval with conditions                       Denial

Comments: \_\_\_\_\_

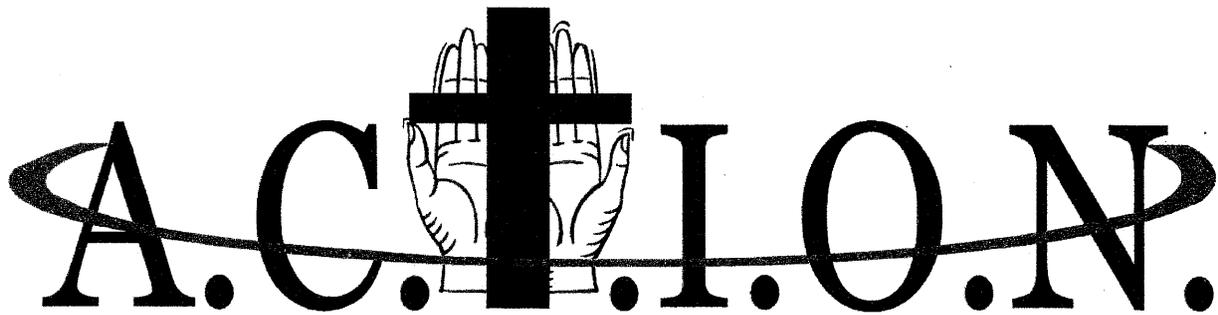
Signature \_\_\_\_\_ Date \_\_\_\_\_

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval                       Approval with conditions                       Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



Area Churches Together In One Network

301 Main St. Dowagiac, MI 49047  
269-782-0000

[actiondowagiac.com](http://actiondowagiac.com)

December 29, 2014

Mr. Don Lyons, Mayor  
Dowagiac City Council  
241 S. Front Street  
Dowagiac, Michigan 49047

A.C.T.I.O.N., Area Churches Together In One Network, is preparing for the Martin Luther King, Jr. day celebration.

With your permission, we would like to assemble at City Hall at 2:00 p.m. Sunday, January 18, 2015 and walk to Second Baptist Church located at 203 S. Paul St.

Thank you,

*Eunice Murray*  
Eunice Murray  
Second Baptist Church

*Eunice Murray*  
*ph#269-845-0319*

RECEIVED  
DEC 31 2014

**EVENTS APPROVAL FORM**

Event: Ice Time Festival  
Date: Saturday - February, 7, 2015  
Sponsoring Organization: Dowagiac Chamber of Commerce  
Contact Person(s): Kris Lamphere / Vickie Phillipson  
Contact Person's Telephone: 269.782.9800 / 269.782.8012

**CITY MANAGER:**

Final Approval  Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval  Approval with conditions  Denial

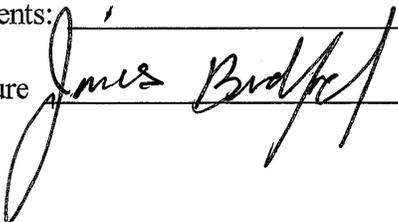
Comments: \_\_\_\_\_

Signature  \_\_\_\_\_ Date 1-9-15

**DEPARTMENT OF PUBLIC SERVICES:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature  \_\_\_\_\_ Date \_\_\_\_\_

**FINANCE DEPARTMENT:**

Approval

Approval with conditions

Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval

Approval with conditions

Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## 2015 DOWAGIAC ICE TIME FESTIVAL

- 8 am ICE CARVING begins on 300 pound blocks of ice @ Front Street downtown  
Select specialty shops offer "Come Out of Hibernation" sales. Visit retailers for details & hours.
- 10-3 SNOW SHUTTLE\* to Museum from Front Street provided by Lewis Cass Intermediate School District  
\*handicapper accessible transportation
- 10-2 WINTER Book Sale @ the Dowagiac District Library
- 10 - 3 SNOWTIME SUGARING Sweet presentation by St. Joseph (Indiana) County Parks @212 S. Front Street
- 10 - 3 CHAINSAW TIMBER CARVER @ Beeson Street. Demo and sale of art pieces by Alonzo Montoya
- 10 - 3 LIL' CHIPPERS OUTSIDE GAMES @ Commercial Street
- 10 - 3 FROST cookies with Miss Dowagiac & Court @ Dowagiac History Museum
- 10-3 ICY ART Create wearable art @ Rosy Tomorrows with artist Michelle Stambaugh
- 10 - 4 CARVERS' CAVE Fruitbelt Woodcarvers demonstration @ Front Street Crossing (COA)
- 10 - 4 PENGUIN CRAFT @ Who knew Consignment
- 10 - 4 Get your GOLF SWING OFF ICE @ Benny's Barbershop. All ages can enter (\$5) virtual golf tournament.
- 11 - 3 HOT SPOT Bonfire & S'mores @ Commercial Street provided by Dowagiac Department of Public Safety
- 11 - 3 SNOW SCULPTING by SMC Art Students @ Commercial Street
- 12 pm FROZEN FISH TOSS OPEN COMPETITION: Bring a partner for a chance to win @ Commercial Street
- 12 - 4 CHILI CRAWL @ participating sites (see map) Bringing the Fire.Taste for free & vote for your FAVE!
- 1 - 3:30 ICE CARVE OFF Competition @ Beckwith Park Gazebo
- 1 - 4 SNOW PRINCESS Manicures @ The Mane Attraction Hair Salon
- 2:30 ICE CREAM EATING Contest @ Caruso's Candy Kitchen. Arrive early to enter.
- 4 ICE CARVE OFF winners announced @ Beckwith Park Gazebo
- 4 - 6 FROZEN Daddy Daughter Dance @DMS \$10 info: ypgd@groupspaces.com

### OUR PROUD SPONSORS

The Greater Dowagiac Chamber of Commerce extends its sincere appreciation to our 2015 sponsors.

Platinum Level..... The Pokagon Fund, Lyons Industries  
Gold Level .....Dowagiac Area Federal Credit Union  
Silver Level ..... Dowsett Chiropractic Health Center

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## OUR PROUD SPONSORS

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Platinum Level..... The Pokagon Fund, Lyons Industries  
Gold Level .....Dowagiac Area Federal Credit Union  
Silver Level ..... Dowsett Chiropractic Health Center

## MEMO

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**TO: Mayor Lyons and City Council Members**

**FROM: Kevin P. Anderson, City Manager**

**DATE: 01/09/15**

**RE: Alley Vacation – Public Hearing & Resolution**

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In December 2015 City Council received an application for vacation of an alley that runs east and west between Florence St. and Louise Ave. from several of the property owners that abut this alley. State law requires that if a right-of-way is vacated, half of the vacated land must go to each of the abutting property owners.

Before action on the request can be taken all property owners need to be notified, a legal notice published and a public hearing held. All appropriate steps have been taken so that a public hearing can take place on January 12, 2015 and action can be taken.

City Hall has received a call from one resident indicating that they do not support the proposal to vacate. One letter was received and is included in the agenda packet.

The Department of Public Services has reviewed the request and would support the request with the retention of an easement for utilities should they be necessary in this area in the future.

### RECOMMENDATION

From a governmental operations standpoint either a utility easement or an alley serves the needs of the community. This is a localized issue and unless all of the abutting neighbors are in favor, Council should consider not approving this resolution.



**INTER-DEPARTMENTAL COMMUNICATION**

TO: Kevin P. Anderson  
*City Manager*

FROM: James D. Bradford   
*Public Services Director*

DATE: December 3, 2014

RE: Alley Vacation – between 306 and 308 Florence Avenue; 307 and 309 Louise Avenue

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I have reviewed this request to vacate the public alleyway running between 306 and 308 Florence Avenue and 307 and 309 Louise Avenue with our Electric Superintendent and Public Works Operation Superintendent.

Given the nature of development in the area along with the area infrastructure and utilities, our only concern centers around the potential need for connecting utilities. Therefore, we would request that an easement be retained for both buried and/or aerial lines in the future.

**RECOMMENDATION**

Proceed with a public hearing, and approve the vacation with retention of a utility easement for both buried and aerial utilities pending any legitimate concerns to be addressed.

8 SAN — 8 SAN — 8 SAN — 6 Water Force — 6 Water Force — 6 Water Force — 6 Water Force — 6 Water Force

Florence St.

Pit

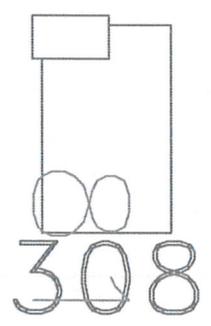
2+11

Gar.

2+57

65

306



308

86

3

6 Water

6 Water

6 Water

6 Water

03

305

307

309

87

4 Water — 4 Water — 4 Water — 4 Water

8 SAN — 8 SAN — 8 SAN — Louise Ave.

FLOW ←

MH 9+33

cc

Resolution #1  
January 12, 2015

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution;  
seconded by Councilmember \_\_\_\_\_.

WHEREAS, there is currently a public alley running east and west between Florence St. and  
Louise Ave, and;

WHEREAS, a request has been received by the City of Dowagiac from some of the adjacent  
property owners to vacate the above-described public alley, and;

WHEREAS, the City Council held a public hearing on December 9, 2014 to consider vacation of  
the above-described public alley, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, hereby vacates the above-  
described public alley with reservation of a full width utility easement.

ADOPTED/REJECTED

INTER – OFFICE COMMUNICATION

DATE: 24 NOV 2014

TO: Mayor and Council

FROM: City Clerk

RE: alley closure request

Apparently for some time, the residents of the effective properties have experienced this problem and they are now at the point of asking you to vacate this alley. The enclosed pictures, that they have provided, give some indication of their frustration.

Please review and advised if this is something that you want to puruse. If so, there will have to be a public hearing and notices (four (4) consecutive weeks) run in the Dowagiac Dailey News for the public hearing. Further, each property owner will receive a copy of the hearing by certified mail.

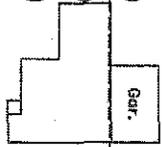
A handwritten signature in black ink, appearing to be "Jia", written over a horizontal line.



69  
69

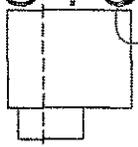
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88  
309



88  
57

3130  
300

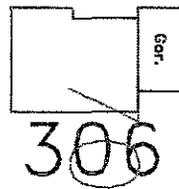


FLORENCE

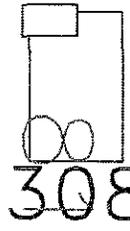
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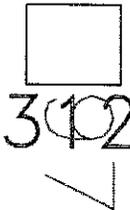


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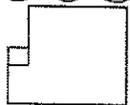
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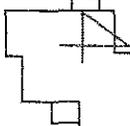


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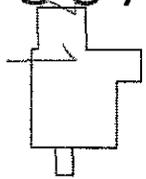
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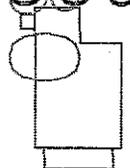
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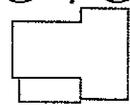


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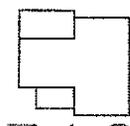
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77

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LOUISE

AVE



PROPERTY OWNER	ADDRESS	PROPERTY NUMBER
Sharon Fobes	306 Florence	14-160-200-705-00
Joyce Felthouse	308 Florence	14-160-200-710-01
Pam Preist	309 Florence	14-160-200-711-01
Phyllis Green	307 Louise	14-160-200-706-00
Kenneth & Pauline Schultz	309 Louise	14-160-200-709-00





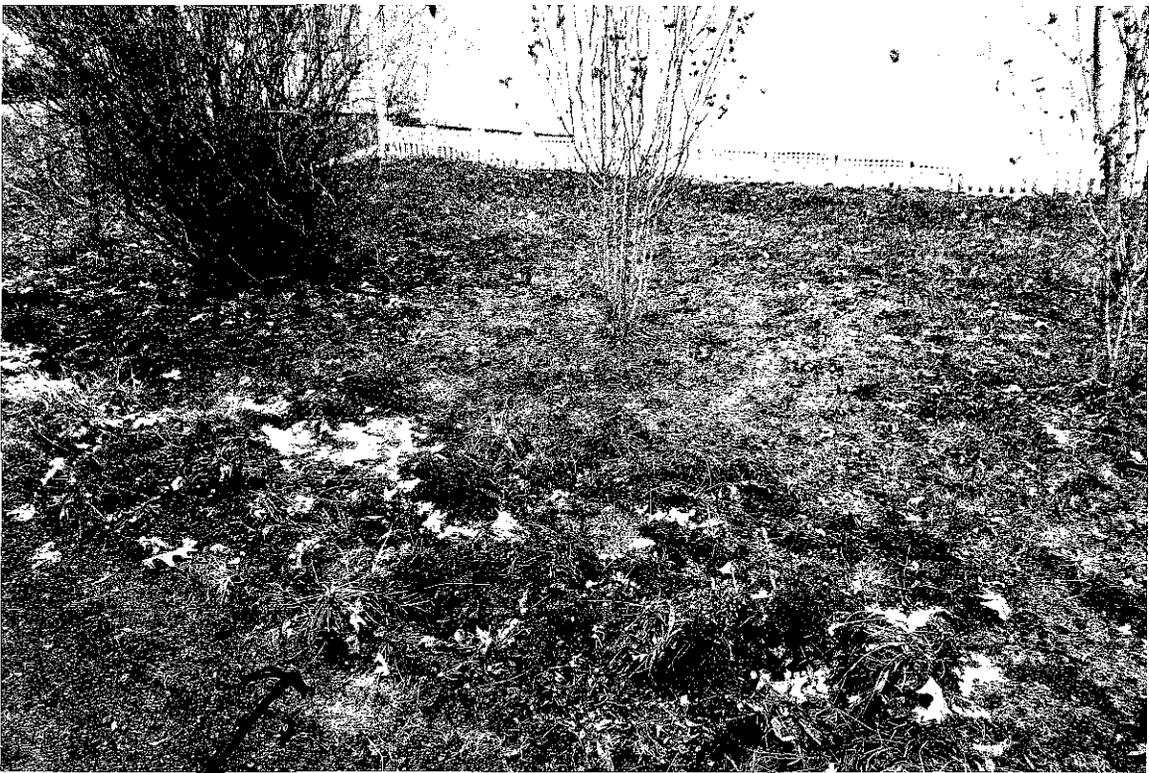
CORNER OF ALLEY 308 FLORENCE



SIDE OF YARDS ALONG 306 FLORENCE ST  
AND 308 FLORENCE ST, YARDS FORM UP



ACROSS FROM ALLEY, 309 FLORENCE  
CONTENTS OF ALLEY, SNOW AND DIRT AND ASPHALT



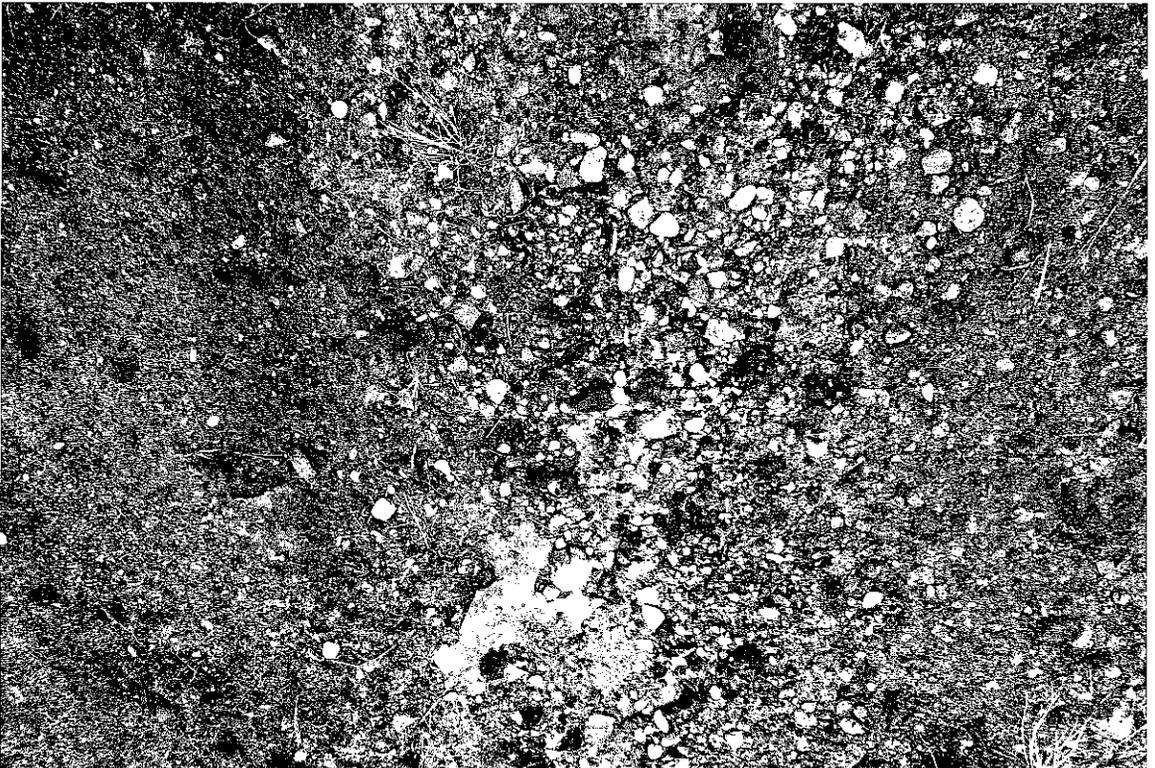
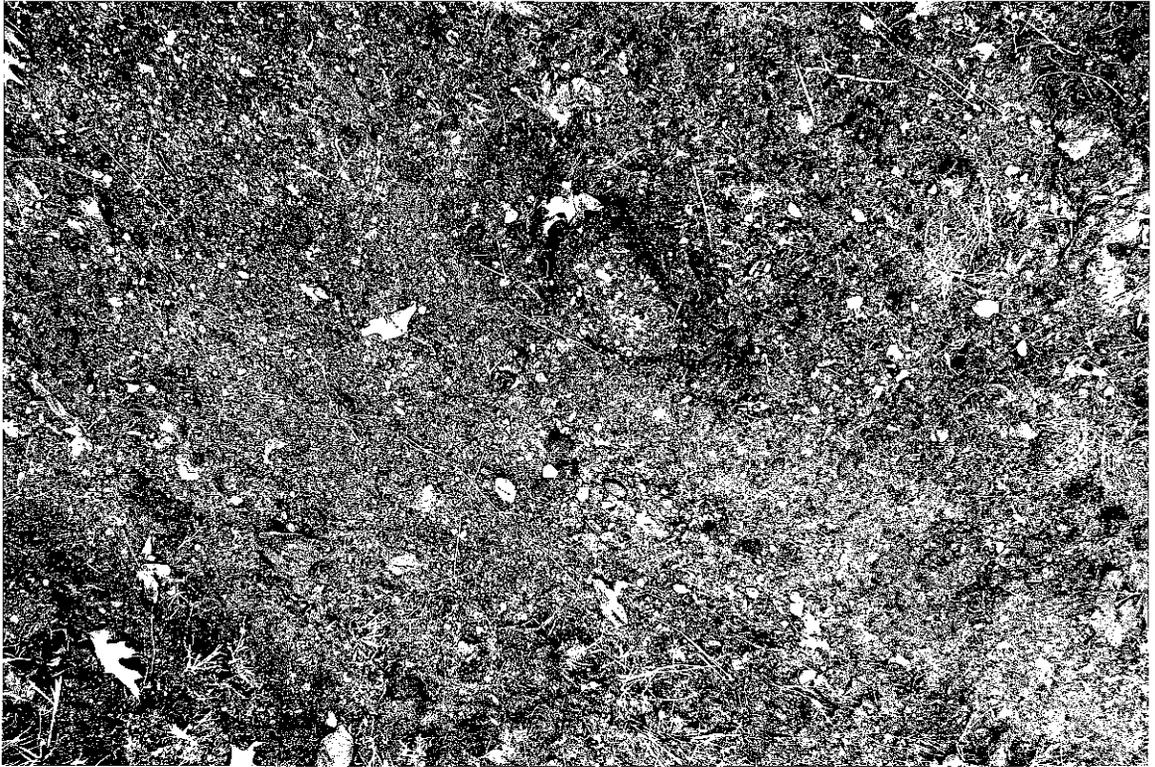
308, (DIRT, GRASS + LOTS OF ASPHALT  
FLORENCE



REAR OF PROPERTYS 308 AND 306  
FLORENCE ST LOOKING AT NEIGHBORS AT END  
NOT BEING DAMAGED



309 FLORENCE      PAM PREIST  
                                 Rudy MONTGOMERY





308 Florence Joyce Felthouse



301 Florence metal post  
Put in place to try in keep  
It out of their yard

***CITY OF DOWAGIAC***

---

***MEMO TO:*** Mayor Lyons and City Council Members

***FROM:*** Kevin P. Anderson, City Manager

***DATE:*** January 9, 2014

***SUBJECT:*** Storage Units for Museum

---

Museum Director Steve Arseneau has found an excellent used storage unit for a very modest amount of money. We are able to do so because as agencies like Intercare Community Health digitized their medical records they no longer need paper storage. Since a museum will always retain items, this provides the museum with the opportunity to purchase high quality storage for artifacts for a very reasonable amount of money.

The attached memo from Mr. Arseneau further describes the requested purchase.

If you have questions regarding this matter please feel free to contact me.

**RECOMMENDATION**

Approve a resolution to authorize the purchase of a used track-based storage unit from Intercare Community Health Network in the amount of \$3,000.

Support Documents:

Cover Memo-City Mgr.  
Resolution

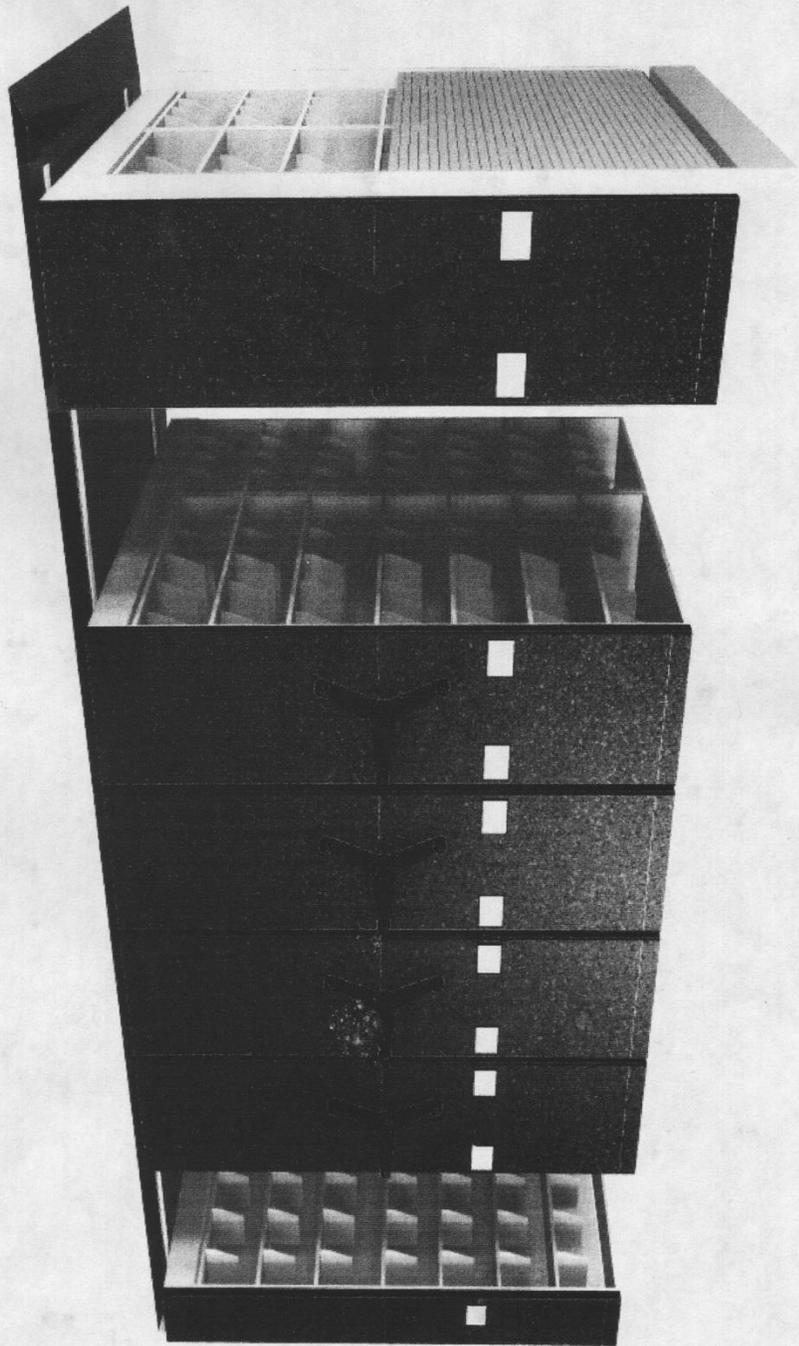
## Memorandum

To: Kevin Anderson, City Manager  
From: Steve Arseneau, Museum Director  
Re: Purchase of high density storage unit from Intercare  
Date: January 2, 2015

It recently came to my attention that the Intercare Community Health Network office in Eau Claire has a high density mobile storage unit that became obsolete because of the digitization of medical records. It is a track-based shelving unit with five rolling shelves and one stationary shelf that allows for the storage of a large quantity of items in a small space. This unit would work extremely well for the storage of documents and artifacts in the museum's permanent collection and would fit in the upstairs space when the renovation occurs.

Intercare purchased the unit in 2007 for over \$19,000. They are offering it to the Dowagiac Area History Museum for \$3,000. The museum would need to arrange removal and installation of the unit through the City of Dowagiac Public Works when it is convenient for that department. The unit would also need to be stored temporarily until the upstairs renovation is completed. The unit is in excellent condition, fits the museum's needs and is available at an extremely low price. I request authorization to purchase the unit from Intercare.

2 Attachments



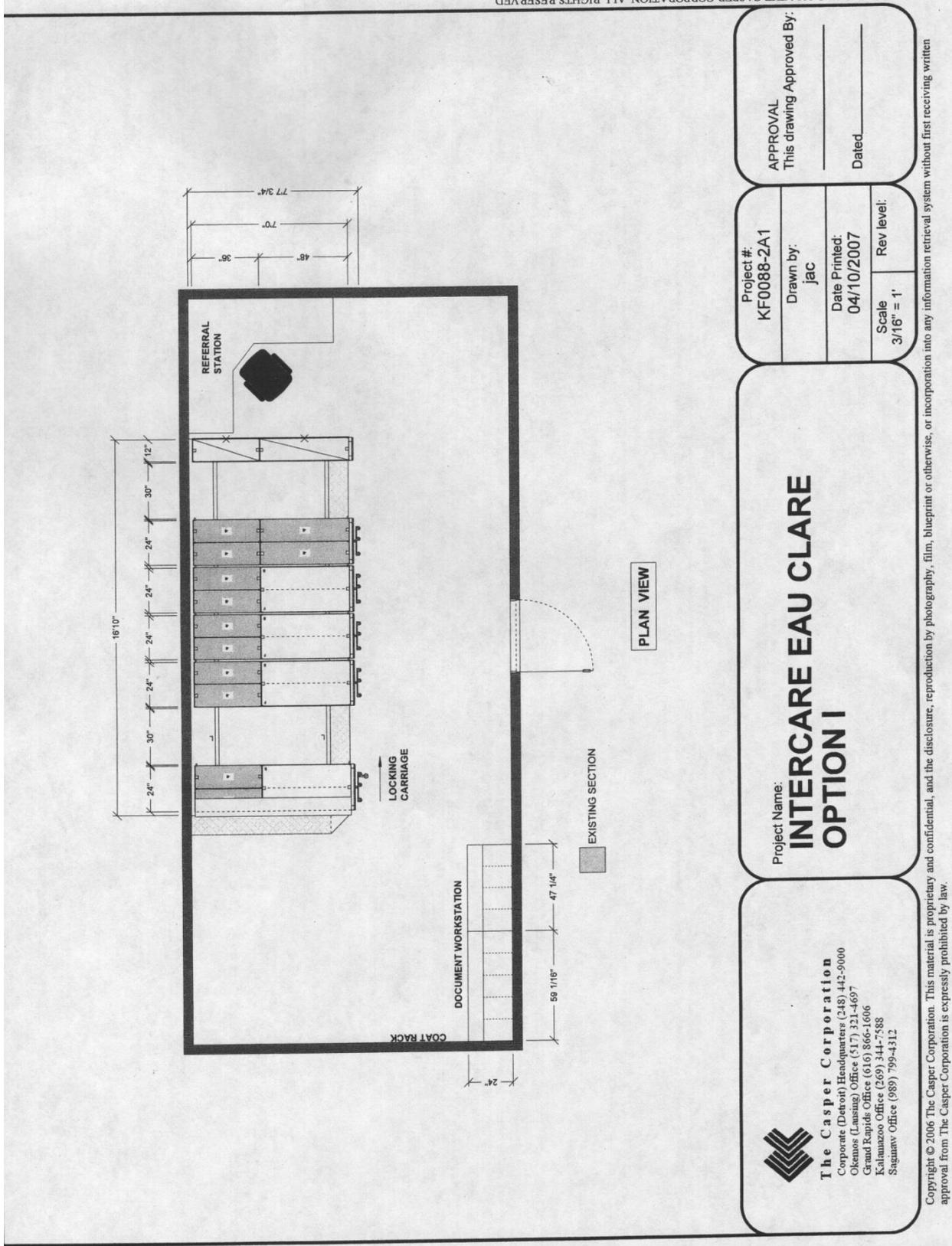
**The Casper Corporation**  
 Corporate (Detroit) Headquarters (248) 442-9000  
 Okemos (Lansing) Office (517) 321-4697  
 Grand Rapids Office (616) 856-1606  
 Kalamazoo Office (269) 344-7588  
 Saginaw Office (989) 799-4312

Project Name:  
**INTERCARE EAU CLARE**

Project #: KF0088-2A
Drawn by: jac
Date Printed: 04/03/2007
Rev level:
Scale 1:15

APPROVAL  
 This drawing Approved By:  
 \_\_\_\_\_  
 Dated \_\_\_\_\_

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PLAN VIEW

APPROVAL  
This drawing Approved By: \_\_\_\_\_  
Dated: \_\_\_\_\_

Project #: KF0088-2A1  
Drawn by: jac  
Date Printed: 04/10/2007  
Scale: 3/16" = 1'  
Rev level: \_\_\_\_\_

Project Name:  
**INTERCARE EAU CLARE  
OPTION I**

**The Casper Corporation**  
Corporate (Detroit) Headquarters (248) 442-9000  
Okemos (Lansing) Office (517) 321-4697  
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Resolution #2  
January 12, 2015

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution;  
seconded by Councilmember \_\_\_\_\_.

Resolved, that the recommended purchase of a used track-based storage unit from  
Intercare Community Health Network in the amount of \$3,000 be  
approved.

ADOPTED/REJECTED

Ayes: , Nays

Kevin P. Anderson  
City Manager

## *CITY OF DOWAGIAC*

---

**MEMO TO: Mayor Lyons and City Council Members**

**FROM: Kevin P. Anderson, City Manager**

**DATE: January 8, 2015**

**SUBJECT: International Brotherhood of Electrical Workers Local 876 – Collective Bargaining Agreement**

---

A resolution is on Monday's agenda for the purpose of approving a collective bargaining agreement between the City of Dowagiac and the International Brotherhood of Electrical Workers (IBEW) Local 876. Negotiations have been ongoing since June, with the current agreement having expired December 31, 2014.

The major terms of the proposed agreements are summarized as follows:

- Term: Two year agreement begins January 1, 2015 and runs through December 31, 2016.
- Grievance Procedure: Language requiring a Joint Conference and Arbitration Committee consisting of Union members and City Administration was removed, and in its' place, inserted language addressing Arbitration requirements.
- Maintenance Worker Top Out Pay: Newly hired Maintenance Workers in the Street/Sewer/Water Division will be eligible to advance to the 3-year rate of pay at the end of their probation based upon the results of an evaluation. The evaluation sets forth the objective criteria the employee is required to meet to be eligible to advance in their pay.
- Wages: increases will be as follows:
  - Year 1      2.0%
  - Year 2      2.0%

The union ratified terms of the proposed agreement on Wednesday, January 7, 2015. Under the State collective bargaining law, the contract must now be considered by City Council.

### RECOMMENDATION

Approve resolution for the purpose of approving the collective bargaining agreements between the City of Dowagiac and IBEW Local 876.

Support Documents:  
Cover Memo-City Mgr.  
Resolution  
Contract

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution; seconded by Councilmember \_\_\_\_\_.

**WHEREAS**, through the process of collective bargaining, the City Administration and members of the International Brotherhood of Electrical Workers Local 876, representing unionized Public Services Department workers, have agreed to terms for the adoption and implementation of a new two-year employment agreement covering the period of January 1, 2015 through December 31, 2016, and;

**WHEREAS**, the complete terms and conditions of the employment agreement as developed were formally ratified by vote of the full membership of the bargaining unit on January 7, 2015 and;

**WHEREAS**, the City Administration, having negotiated the terms and conditions of the employment agreement as set forth in the complete copy attached, does now recommend the formal adoption and approval by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by affirmative vote of its City Council, does hereby adopt and approve the following two-year employment agreement:

- International Brotherhood of Electrical Workers Local 876 employees, for the period January 1, 2015 through December 31, 2016, as attached hereto and by reference made a part hereof, including all the terms and conditions as provided therein.

**BE IT FURTHER RESOLVED** that the Mayor and City Manager of the City of Dowagiac be authorized and directed to act as signators for the execution of same.

ADOPTED/REJECTED

**COLLECTIVE BARGAINING AGREEMENT**

Between:

The City of Dowagiac

and

Local #876 - International Brotherhood of Electrical Workers, AFL-CIO

January 1, 2015 through December 31, 2016

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## AGREEMENT

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF DOWAGIAC, hereinafter referred to as the "CITY", and LOCAL UNION #876, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., hereinafter referred to as the "UNION".

### ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, benefits, 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 CITY, its employees, the UNION, and the citizens of Dowagiac, Michigan.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, to promote harmony, efficiency and the continuance of proper services to the community, to the end that the City, the Union and the general public may mutually benefit, the parties do hereby agree with each other as follows, to-wit:

### ARTICLE II - RECOGNITION

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the CITY hereby recognizes the UNION as the exclusive representative in collective bargaining with the CITY of the employees in the following unit (State of Michigan Department of Labor, Bureau of Employment Relations, Labor Relations Division, Case R77 K-524-G, Election February 7, 1978):

ALL EMPLOYEES IN THE ELECTRIC DEPARTMENT (DISTRIBUTION, AND GENERATION AND METER DIVISIONS), STREET/WATER AND SEWER, MAINTENANCE DEPARTMENT, SERVICEMEN AND METER READERS, WATER PLANT AND WASTE WATER TREATMENT PLANT WORKING FOR THE DEPARTMENT OF PUBLIC SERVICES.

Section 2. Exclusion. The UNION and the CITY agree that the following employees are specifically exempted for coverage under this Agreement:

DIAL-A-RIDE, GROUNDS, LIBRARY, FINANCE, GENERAL ADMINISTRATIVE, ALL NON-REGULAR PART-TIME AND SEASONAL EMPLOYEES, DEPARTMENT HEADS AND ASSISTANTS, ELECTED OFFICIALS AND ALL OTHER EMPLOYEES NOT SPECIFICALLY INCLUDED ABOVE. HOWEVER, FOR THE PURPOSES OF THIS AGREEMENT, REGULAR PART-TIME EMPLOYEES SHALL BE THOSE EMPLOYEES, IN THE DIVISIONS INCLUDED ABOVE, WHO SHALL HAVE WORKED NO LESS THAN AN AVERAGE OF TWENTY-FOUR (24) HOURS PER WEEK FOR A PERIOD OF SIX (6) CONSECUTIVE MONTHS. SUCH REGULAR PART-TIME EMPLOYEES SHALL, UPON ATTAINMENT OF SUCH "REGULAR" STATUS, BE PLACED ON THE SENIORITY LIST AND THEREAFTER BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS AGREEMENT AS SAME SHALL APPLY TO WAGES AND REQUIRED RETIREMENT BENEFITS ONLY.

Section 3. CITY's Rights. Nothing in this Agreement shall be deemed to limit or curtail the CITY in any way in the exercise of its rights, powers and authority, which the CITY had prior to the date hereof, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. The UNION recognizes that the CITY's rights, powers and authority include, but are not limited to, the right to manage its affairs, direct, select, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of facilities and/or equipment, outside purchase of products, the schedules, means and procedures of the operation, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; and to maintain discipline and efficiency of employees, determine the qualifications of employees and regulate quality and quantity of work, except as any of the foregoing rights are limited by the specific and express terms of this Agreement.

Section 4. Rules and Regulations. The CITY shall have the right to make such reasonable rules and regulations not in conflict with the express terms of this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the Department and to require compliance therewith after notice to the UNION and affected employees. Any complaint relative to the

reasonableness of any such rule or regulation may be the subject of a special conference, if requested. All unsettled disputes shall be subject to the grievance procedure.

Section 5. Subcontracting. The UNION recognizes the right of the CITY to have work covered by this Agreement performed by contractors. Such contracting out and the work contractors do shall in no way cause an employee or employees covered by this Agreement with the present ability to perform the work to be laid off, part-timed, or demoted to a lower classification or decimate this Agreement.

Section 6. Non-Discrimination. The parties to this Agreement will not discriminate against any individual because of his/her race, color, religion, gender, age, marital status, disability, national origin, or Union Activity. Where in this Agreement it refers to masculine or feminine gender it means both.

Section 7. Union Activity During Working Hours. The UNION agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activity during working hours. However, the duly authorized representative of the UNION shall have access to the CITY's properties where employees covered by this Agreement are employed.

Section 8. Union Representation. The UNION may appoint all Stewards as it deems advisable. It shall designate one Chief Steward and one Alternate Chief Steward, of which the UNION shall notify the CITY. The Chief Steward or Alternate shall have such rights to information affecting an employee or UNION as are granted under this Agreement or by statute. Nothing herein contained shall be construed to authorize release of information without employee consent nor permit the conducting of UNION business during working hours.

Section 9. Bargaining Committee. The bargaining committee of the UNION will include no more than one (1) employee from each department, when negotiation meetings are held on work time. It may also include non-employee representatives of Local Union 876 of the International Brotherhood of Electrical Workers.

Section 10. Union Dues. During the term of this agreement, the City agrees to collect union dues

from bargaining unit employees as follows:

- a) The City will provide the union with the names of new employees in the bargaining unit upon their initial hire. The Union will provide the City with signed dues deduction authorizations and the City will deduct dues from the paycheck of employees covered by the dues deduction authorizations.
- b) All dues deduction authorizations filed with the City shall become effective the first full payroll period after receipt by the City. All dues so deducted shall be remitted to the union at an address authorized for this purpose.
- c) Any newly employed employee who signs the authorization card shall have their dues deducted on the first pay period of the month at least thirty-one days following the date of employment.

The Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of the City complying with the provisions of this Section.

### ARTICLE III - NO STRIKE, NO LOCKOUT

Section 1. No Strike or Lockout Permitted. The parties agree that, during the term of this Agreement, neither shall sanction any slowdown, strike, lockout or any interference with the operations of the Department of Public Services covered by the parties to this Agreement. All matters in dispute must be handled in the manner provided by the Grievance Procedure as set forth in Article V of this Agreement.

Section 2. Strikes by Individuals. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down or other unlawful activity as defined in the immediately preceding section, may be disciplined or discharged at the sole discretion of the CITY. It is understood that the question as to whether an employee or employees were, in fact, engaged in such prescribed activity may be resolved through the Grievance Procedure.

## ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement.

Section 2. Grievance Procedure. Employees shall discuss any complaint with their immediate supervisor, before attempting to implement the Grievance Procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

FIRST STEP. In order to be processed hereunder, an employee who believes he has a grievance shall, within three (3) days of the grievant having knowledge of the occurrence of the event upon which the grievance is based, or within three (3) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, whichever occurs first, submit the grievance in writing to the Director of the Department of Public Services. The grievance shall state the facts upon which it is based, when it occurred, and shall be signed by the employee who is filing the grievance, as well as his steward. The Director must provide his written answer to the grievance within three (3) days following the date of receipt of the written grievance. Such answer shall be delivered to the UNION steward or his alternate.

SECOND STEP. When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the UNION shall, within three (3) days following receipt of the Director's First Step answer, notify the City Manager in writing of its desire to appeal. Then, if requested in writing by the Union, within five (5) days after receipt by the City Manager of the appeal to the Second Step of the Grievance Procedure, the City Manager, or his designee, shall meet with the employee members of the UNION's Committee. Then, no later than five (5) days following such meeting, or if no meeting is requested within five (5) days of receipt of the appeal to the Second Step of the Grievance Procedure, the City Manager must provide to the steward or his alternate, a written response to the grievance.

THIRD STEP. If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, the UNION shall notify the City Manager in writing no later than five (5) days following the receipt of the City Manager's Second Step answer. If such written request is made, the City Manager, or his designee, shall meet with the employee, his steward and the business agent of Local #876, IBEW UNION or his designee within ten (10) days for the purpose of considering the grievance. The City Manager or his designated representative shall give a written answer to the grievance to the Union Steward or his alternate within five (5) days after the date of the meeting.

FOURTH STEP. If the grievance has not been settled in the Third step, the parties, or either party, may submit such grievance to arbitration by submitting the matter to the Michigan Employment Relations Commission (MERC) and requesting a panel of seven (7) arbitrators no later than ten (10) days following receipt of the written "Third Step" answer. The Federal Mediation and Conciliation Service (FMCS) arbitrators will be utilized if either party rejects the MERC panel.

Section 3. Time Limits. Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered to be withdrawn. If the CITY fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure, except that nothing contained herein shall automatically submit a grievance to the Joint Conference and Arbitration Committee pursuant to the Fourth Step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of this Agreement, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as a holiday under this Agreement.

Section 4. CITY Records. The UNION shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times, with employee consent.

## ARTICLE V - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension. The employer shall not, without just cause, suspend or discharge an employee who has completed his or her probationary period of employment. Discharge or suspension of a non-probationary employee shall be subject to review under the grievance procedure, provided a grievance is timely filed. In the event of such suspension or discharge, the employee shall be orally advised and, within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), be provided by the City with a brief and concise statement of the reasons for the City's actions. An employee who has completed his/her probationary period who believes such suspension or discharge to be in violation of this agreement, and who desires to process a grievance under the grievance procedure, shall, no later than three (3) days following such action (excluding Saturdays, Sundays, and holidays), provide such written grievance to the City Manager. Such grievance shall state the facts upon which it is based, when it occurred, and shall be signed by the employee who is filing the grievance as well as his/her steward. Such grievance shall then be processed starting at the Second Step of the grievance procedure.

Section 1 (a). The parties to this agreement believe in progressive discipline for appropriate offenses. With regard to offenses for which progressive discipline is appropriate, the steps shall be: verbal reprimand, written reprimand, one day suspension, three day suspension, then termination or demotion. The Union acknowledges and understands that certain actions or offenses are not appropriate for progressive discipline and may warrant immediate suspension, termination or demotion. The CITY understands and acknowledges that disciplinary action should be administered fairly and equitably based upon the severity of the offense and other relevant circumstances. A reprimand which is not of a continuing nature shall not be used against an employee for disciplinary action, if said reprimand exceeds twelve (12) months old.

Section 2. Release of Information. It is understood and agreed that, when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such

grievance shall constitute his authorization to the CITY to reveal to the decision-making participants in the Grievance Procedure, relevant information available to the CITY concerning the alleged offense, and such filing shall further constitute a release of the CITY and UNION from any and all claims or liability by reason of such disclosure.

Section 3. Compensation. In the event that it should be decided under the Grievance Procedure that the employee was suspended or discharged in violation of this Agreement, the CITY shall reinstate such employee with full compensation, partial compensation or no compensation, as may be decided under the Grievance Procedure. Such compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less any compensation received by the employee during the period he or she was off work due to the suspension or discharge. If an employee is found to have been unjustly suspended or discharged his/her seniority rights shall not be affected.

#### ARTICLE VI - SENIORITY

Section 1. Definition. For bargaining unit employees hired prior to October 1, 1994, seniority shall be defined as the length of an employee's continuous service with the CITY, whether or not in the bargaining unit, commencing with his/her last date of hire. For bargaining unit employees hired on or after October 1, 1994, seniority shall be defined as the length of an employee's continuous services within the bargaining unit, commencing with his/her last date of hire. No accumulation of seniority, for purposes of vacation, sick leave or pension accumulation, shall occur in any calendar month in which an employee shall not have received payment for a minimum of ten (10) working days. Seniority for purposes of layoff, recall, or promotion, shall continue to accumulate until termination of seniority as herein provided.

Section 2. Probationary Period. A new employee shall work under the provisions of this Agreement, but shall be employed on a 180-day trial probationary basis. The purpose of the probationary period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which will qualify him or her for regular employee status. Probationary employees will be

eligible to receive all City-provided fringe benefits after the completion of 180 days. The employee shall be further eligible to use those benefits (including sick leave and personal time) accrued, but unused during probationary period, following the successful completion of the probationary period. Vacation leave accrued may be used following the successful completion of one (1) year of employment. Probationary employee shall be enrolled in the City's group health insurance program not later than ninety (90) days following employment. During the probationary period, the new employee may be terminated without just cause and without recourse to the grievance procedure provided that no such discharge shall be on the basis of any employee's race, religion, creed, national origin, gender, disability, union membership, or any other discriminatory basis not permitted by the laws and constitution of the State of Michigan and the United States. The CITY shall not terminate a non-probationary employee except for just cause. In the case of a discharge within the above-mentioned probationary period, the CITY shall notify the steward, in writing, of such action. Upon completion of the probationary period, the name of the new employee will be added to the seniority list as of his/her last date of hire.

An employee in the Wastewater Treatment Division must schedule and test on an annual basis in an effort to obtain, at a minimum, an operator's license "D" Certification for wastewater. Testing shall commence at the first State Test offered following his/her first twelve months of employment. Employee must show improved scores with each test and certification should be obtained within 3 tests. An employee not obtaining Certification after 3 testing sessions shall be subject to review.

Section 3. Seniority List. The CITY shall keep a list of the names of employees who have completed their probationary period in order of their seniority. The list shall be posted on the bulletin board and available for review by the employee in the Bargaining Unit and by the UNION. Seniority shall continue to accumulate during all approved leaves of absence, vacation, and lay-offs, except as herein provided. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 4. Termination of Seniority. An employee's seniority shall terminate for the following reasons:

- (a) He or she resigns or quits.
- (b) He or she is discharged or terminated for just cause.
- (c) He or she retires.
- (d) He or she is on a lay-off for a period of time equal to his or her length of continuous service with the CITY, or for a period of two (2) years, whichever is shorter.
- (e) He or she is absent from work, including failure to work at the expiration of a leave of absence, vacation or disciplinary suspension for two (2) working days without notifying the CITY, if possible, AND unless excused by the CITY subsequent to such notice for reason of sickness.
- (f) His or her failure to report for work within ten (10) days after being recalled to work by notice sent to the employee's last known address, by registered mail, a copy of the recall notice being sent to the Local Union.
- (g) Any employee entered in the U. S. Armed Services shall retain such seniority as provided by law.

Section 5. Layoff and Recall. When there is such a reduction in the work force, the following procedure shall be followed: Probationary and part-time employees shall be laid off first, provided the employees retained, with seniority, can perform the available work without any break-in or training period.

An employee shall be able to exercise his/her seniority throughout the bargaining unit, and regardless of pay scale or division; provided, however, that such employee must have the immediate ability and experience to perform the duties of any position into which he/she may "BUMP" without any break-in or training period.

When the work force is to be increased after a lay-off, employees shall be recalled by seniority, as defined herein, provided, however, that such recalled employee must have the immediate ability and experience to perform the duties of the available position(s) without any break-in or training period.

In the event of layoff, an employee so laid off shall be given two (2) weeks' notice of layoff and

two (2) weeks' notice of recall to work. Such notice of recall shall be mailed to his or her last known address on record with the CITY by registered mail. In the event that the employee fails to make him/herself available for recall to work within the two (2) week period, he or she shall lose all rights under this Agreement.

Realizing that from time to time Federally funded programs, college intern programs and the like are available, and since it is in the best interest of the CITY and UNION to train such employees, such temporary employee will not be in the bargaining unit. However, at no time will the employment of these employees cause any layoffs, part-timing or demotion of bargaining unit employees, and at no time will this type of employee be used in any way so as to deliberately or intentionally decimate the bargaining unit.

Section 6. New Regular Job Classifications. When and if the CITY determines that it is necessary to create a regular new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore and so advise the UNION.

If the UNION disagrees with the rate of pay, its Steward may file a grievance with respect thereto, which shall be processed in accordance with the Grievance Procedure. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date of settlement of such grievance.

Section 7. Promotions. When it is necessary to fill a new, regular job classification or a regular vacancy in an existing job classification in the Bargaining Unit, the CITY shall post such opening on the bulletin board for a period of not less than eight (8) days, (Holidays excluded). During such eight (8) day period, employees who have completed their probationary period may bid for such job or vacancy by presenting to the Director or his designated representative, a written and signed notification of their desire to be considered for appointment to the vacancy. The appointment to a vacancy in the Bargaining Unit shall be filled by the City Manager. In filling the vacancy, the City Manager shall give due consideration to each applicant's seniority, qualification and experience within the Department of Public Services in general and the Division of vacancy in particular (if any). Filling of a vacancy and/or promotion within the

Bargaining Unit shall be subject to the Grievance Procedure.

When such vacancy has been filled, the employee new to that position shall be on trial probationary period in the new job for a period of three (3) months. During such period he/she may be removed from the classification if, in the Director's judgment, he/she is unable to satisfactorily perform the requirements of the job or upon request he/she will be returned to such former job classification. An employee so demoted shall be provided written reasons for said demotion within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded). Demotion of an employee during such probationary period, or the reasons therefore, shall be subject to the Grievance Procedure. No employee shall be required to take a promotion.

Section 8. Temporary Transfers. The CITY shall have the right to temporarily transfer employees within the Bargaining Unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer employees within the Bargaining Unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) days in any calendar year unless such period may be extended by the CITY and UNION. It is understood and agreed that any employee within the Unit temporarily transferred in accordance with the provisions of this section, shall not acquire any title or right to the job to which he is temporarily transferred, but shall retain this seniority in the permanent classification from which he was transferred. In determining which employees within the job classification are to be transferred from one position to another, the CITY agrees to take into consideration the seniority and ability of the individuals available for temporary transfer as they relate to the needs of the Department and efficient operation of the CITY.

Section 9. Non-Bargaining Unit Position. After the effective date of this Agreement should an employee be transferred to a position with the Employer, not included in the Bargaining Unit, and is

thereafter involuntarily transferred again to a position within the Unit, or voluntarily returns within three hundred sixty-six (366) calendar days, he/she shall continue to accumulate seniority while working in the position to which he/she was first transferred for a period of up to three hundred, sixty-six (366) calendar days. Thereafter, the employee shall lose all accumulated seniority. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, whether accrued before or after such transfer, and provided he/she returns to the Bargaining Unit within three hundred sixty-six (366) calendar days.

#### ARTICLE VII - LEAVES OF ABSENCE

Section 1. Sick Leave of Absence. An employee who, because of illness or accident, which is non-compensable under Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for a period of not to exceed one (1) year which period shall be inclusive of 12 weeks of FMLA leave for "eligible" employees, provided: 1) he/she promptly notifies the Employer of the necessity therefore, and 2) he/she supplies the Employer with a certificate from a licensed medical doctor confirming the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer may extend the leave for up to an additional 52-week period if the employee provides proof from a licensed medical doctor of the necessity therefore.

During such period of a disability leave which extends beyond the eligible FMLA leave, the employee will use up his/her vacation and sick leave bank, if not yet exhausted. After exhaustion of such sick leave bank and vacation benefits, an employee, upon request, shall be permitted to continue to carry on group health and life insurance, and pension benefits as are herein provided at employee's own expense.

Section 2. Family and Medical Leave of Absence. All members of the collective bargaining unit shall be entitled to leaves of absence consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993 and any amendments thereto and subsequent administrative policies enacted to implement

and/or interpret same.

Section 3. Personal Leave of Absence.

(a) Any employee desiring a personal leave of absence from the CITY beyond the scope of any other leave of absence shall secure written permission from the City Manager. Such requests shall be individually reviewed, but not unreasonably denied.

(b) The maximum leave of absence for employees not "eligible" under the terms of any other leave of absence, shall be for thirty (30) days, but may be extended for equal periods only upon written permission of the City Manager, provided that he has granted the same prior to the 25th day of such prior leave.

(c) During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Failure to return from leave of absence due to inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 4. Funeral Leave of Absence with Pay. All employees shall receive up to a maximum of three (3) working days off with regular pay for time necessarily lost from work to attend the funeral of a parent, step-parent, spouse, child, step-child, brother, sister, parent-in-law, grandparent, brother-in-law, sister-in-law or grandchild. Employees shall also receive up to one (1) working day off with pay for time necessarily lost from work to attend the funeral of a niece or nephew. The purpose of this leave is to permit an employee time to make necessary arrangements for and to attend the funeral. Every employee may have up to two (2) hours off with pay to attend as pallbearer at the funeral of a relative or friend, and up to an additional two (2) hours, only upon approval by the City Manager.

Due to extraordinary circumstances, an employee may request up to two (2) additional days off work, with pay, in case of death of an immediate family member. The granting or denial of such request shall be at the discretion of the Director of the Department of Public Services.

## ARTICLE VIII - WAGES

Section 1. Wage Schedule. For the life of this Agreement, the wage schedule set forth in Appendix A attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Employees hired or transferring after October 1, 2009 to the Maintenance Worker position in the Street/Sewer/Water Division must schedule and test in an effort to attain a minimum of an S-4 Distribution License in order to progress beyond the '1 year' wage classification.

Section 1(a). Street/Sewer/Water Maintenance Worker "Top Out". Once an employee in this classification has completed their probationary period, they shall within two weeks of such completion be evaluated by management to determine if they may be eligible for a rate adjustment to the one year or three year rate. Such evaluation shall consist of written criteria to objectively quantify job knowledge, skills and abilities. A notice to the union steward shall be given regarding the initiation of the evaluation and the granting or denial of the top out.

Section 2. Overtime. Overtime will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all assigned work performed in excess of eight (8) hours per day or in excess of forty (40) hours per work week. For these purposes, the work week is hereby established as running from 12:00 o'clock a.m. on Monday through and including 11:59 p.m. on Sunday. There shall be no "pyramiding" of overtime.

Section 3. Call-in Pay. When an employee is called in to work, other than for his/her scheduled shift, he/she shall receive a minimum of three (3) hours pay at the applicable overtime rate for such call out. If call out continues into regular work hours, the employee shall receive three (3) hours at the applicable overtime rate of pay and the remainder of the shift at the regular rate of pay. Call in pay does not apply to overtime work following a scheduled shift and continuous therewith. The City shall pay double time for all Sunday call-outs (does not apply to scheduled Sunday work).

An employee "called-out" for the purposes of sweeping downtown streets and parking lots, for

other than his/her scheduled shift, shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay.

Section 4. Temporary Classification Transfers. When an employee is temporarily transferred for the convenience of the CITY to another classification, he shall receive his regular hourly rate, unless such temporary transfer shall be continuous for a period of eight (8) hours or more, in which case said employee shall receive the rate of pay of the position to which he is temporarily transferred, or of his regular position, whichever is higher. Nothing herein contained shall be construed to apply to the permanent transfer of an employee from one classification to another.

Section 5. Additional Licenses. Employees are strongly encouraged to pursue licensing related to their duties. As such, the City will provide monetary incentive, payable during the month of November, as follows: Employees in the Water/Wastewater Division having a D-4, D-3, or D-2 license are eligible for an annual \$650 per license incentive. Maintenance worker employees in the Streets/Water/Sewer Division having an S-4, S-3, or S-2 license are eligible for an annual \$650 per license incentive.

Section 6. Jury Duty Pay - Leave. Employees called for jury duty will not lose wages or benefits because of such service. In exchange, however, employees will turn over to the City any compensation received, exclusive of payments for mileage, for such service which exceeds their regular base pay and benefits. The UNION agrees the CITY may seek to have an employee excused from jury duty if his/her presence is needed on the job.

Any employee subpoenaed because of CITY business shall not lose wages or benefits.

Section 7. Dues Check-off and Indemnity Provision. Upon receipt of a voluntary written assignment from an employee covered by this Agreement, the CITY will each month deduct from the employee's pay the amount owed to the UNION by such employee for UNION membership dues or representation fee. Deductions will be made by the CITY for the first pay period of each month. Dues deducted by the CITY for any calendar month, will be remitted to the designated financial officer of the

local Union as soon as possible after the payroll deductions have been made.

The UNION agrees that in the event of litigation against the CITY, its agents or employees, arising out of this Article of the Agreement, the UNION will co-defend and indemnify and hold harmless the CITY, its agents or employees for any monetary award arising out of such litigation.

#### ARTICLE IX - HOURS OF WORK

Section 1. Hours of Work. Eight hours work from 7:30 a.m. to 3:30 p.m. with paid one-half (1/2) hour for lunch shall constitute a normal work day for all employees EXCEPT Wastewater and Water Treatment Plant employees, Stockroom, Servicemen and Meter Readers. Hours for Wastewater and Water Treatment Plants shall be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m., with a half (1/2) hour paid lunch. Hours for Stockroom shall be 8:00 a.m. to 4:00 p.m. with a half (1/2) hour paid lunch. Hours for Servicemen and Meter Readers shall be 8:30 a.m. to 4:30 p.m. with a half (1/2) hour paid lunch. Actual time for the taking of lunch break shall be determined by the foreman based upon job situation in order to cause minimum interference with job completion.

Forty (40) hours within seven (7) days, Monday through Sunday, inclusive, shall constitute a pay week. However, nothing contained herein shall be construed to constitute a guarantee of forty (40) hours of work or pay per week. Pay checks shall be distributed no later than the conclusion of the work day every other Friday. All employees shall, during the term of this agreement, receive pay on a bi-weekly basis.

- (a) It is expressly agreed that in case of emergency the employer shall be permitted to adjust the normal work day so as to provide optimal service to the City of Dowagiac. As much advance notice as possible shall be given of such emergency and schedule adjustments. When employees are called in to work other than regular shift, the first three (3) hours worked shall be at time and one-half. The next eight (8) hours shall be at straight time, and any hours beyond that shall be governed by the overtime provisions of this Contract. If, after working eight (8) continuous hours, an employee wants to go home, and he can be spared by the CITY, he shall be released.
- (b) Once shifts have been established for the wastewater and water treatment plants, employees will be given an opportunity to bid for those shifts by seniority. In the event that no employee shall bid therefore, the CITY shall assign the least senior employee with the present ability to perform the work to those shifts for which no one bids. Shifts shall be

rebid no more often than every six (6) months unless a position becomes open. The CITY shall have the right to temporarily change employee's shift for emergencies or instruction only.

Section 2. Training Sessions. The CITY and the UNION recognize the necessity for on-the-job training. The CITY shall, at its discretion, plan training programs and require the attendance of employees at the training sessions, with pay. All training aids for off-the-job training sessions where employee attendance is required by the CITY shall be paid for by the CITY, and out-of-pocket expenses shall be reimbursed per CITY policy. Employees shall receive normal, hourly compensation for the hours spent on off-the-job training up to eight (8) hours for any given work day. Thereafter, if travel time or actual training session time requires time spent in excess of eight (8) hours, such excess shall be compensated at time and one-half (1½).

In accordance with Appendix "B", and as per City Administrative Policy #92-A-04, Reimbursement Policy for Travel, Training, and Business-Related Expenditures, the City shall reimburse employees traveling on behalf of the City, for the incurred cost of a single meal, not exceeding the maximum allowable "lunch" allotment of \$12.00, when such travel exceeds four (4) consecutive hours. In addition, attendance at any training sessions which exceed \$100 in costs, and/or involves an overnight stay, must be approved in advance by the City Manager.

Employees attending training sessions shall have the option of taking his/her private vehicle, in which event mileage will be reimbursed at the mileage rate then in effect for all other City employees; provided, however, that if more than one City employee is attending such session, then the City shall only be required to reimburse mileage for one private automobile to the most senior employee desiring to utilize private transportation.

Section 3. Continuous Work Period. An employee who has worked sixteen (16) hours or more within a twenty-four (24) hour period, whenever possible, shall be released and upon being released, shall have eight (8) hours rest before reporting for his regular scheduled duty. However, he shall be paid at

double time for all hours worked beyond sixteen (16) hours until an eight (8) hour rest period is granted. If he is scheduled to work within eight (8) hours of his being released, he will receive straight time for any portion of his regularly scheduled hours which are within the eight (8) hour period referred to herein.

ARTICLE X - VACATIONS

Section 1.(A.) Eligibility and Allowance. The vacation year shall commence on each employee's seniority date. On each anniversary of his/her seniority date, a full-time regular employee shall be eligible for a vacation with pay as follows:

<u>Seniority</u>	<u>Vacation Period</u>
1 year but less than 2 years	5 days
2 years but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years but less than 16 years	21 days
16 years but less than 20 years	22 days
More than 20 years	25 days

Section 1.(B.) Vacation Leave Accumulation. For purposes of vacation leave accumulation, it is hereby agreed that an employee must have received compensation from the City, excluding unemployment and workers compensation, for at least 8 hours during the month in order to accumulate vacation leave for that period. However, employees taking unpaid leave, under the terms of the Family and Medical Leave Act, for a period less than or equal to one month, shall continue to accumulate vacation leave for such period.

Section 2. Scheduling. Vacation leave shall be granted employees covered hereby by the Director of the Department of Public Services, and such vacation shall be granted at such times as they least interfere with the efficient operation of the various divisions of the department. A vacation schedule shall

be posted on the bulletin board on or before the 1st day of March each year on which employees may indicate their vacation preference based on seniority. Employee preferences for vacation time shall be indicated on the schedule before April 1st. Between that date and May 1st, the City shall notify employees as to whether or not vacation will be available on the requested dates. Employees enjoying vacation benefits, but who fail to request specific times on the vacation schedule as set forth above, shall receive vacation on a first requested basis if, in the discretion of the Department Director, they do not interfere with the efficient operation of the Department.

- (a) There shall be no carrying over of in excess of forty (40) hours of vacation from one year to the next unless mutually agreed between the employee and the City Manager.
- (b) If an employee gives ten (10) working days' notice before taking vacation, he shall be paid his vacation allowance before going on vacation.
- (c) Day to day vacation may be taken at employee's request, if approved by the Department of Public Services Director in advance. Employees shall strive to provide at least five (5) working days' notice of such request. No request will be unreasonably denied, if same does not interfere with CITY function or work scheduling.
- (d) Employees may accumulate vacation time and carry it from one vacation year to the next to a maximum amount equal to five (5) working days (40 hours). Approval for accumulation for a longer period of time can only be given by the City Manager. Furthermore, an employee with five (5) years or more of service shall have the option of receiving payment in lieu of vacation once per calendar year for up to two (2) weeks of accumulated vacation time. Each employee must take the remainder of vacation leave per year except as hereinafter provided. Payments made in lieu of vacation shall be limited to multiples of full week periods. Upon a written request for payment in lieu of vacation, the City shall make such payment to the employee requesting same within three (3) weeks, whenever possible. In special circumstances, payments in lieu of vacation in excess of two (2) weeks or for annual vacation leave of less than one (1) week may be granted at the discretion of the City Manager.

Section 3. Termination of Employment. If an employee who is otherwise eligible for vacation with pay quits after giving two (2) weeks prior written notice or his employment is terminated without having received the vacation pay for which he is eligible, such employee shall receive along with his final pay check, the unused vacation for which he qualified on his prior employment anniversary date, pro-rated through the date of termination. Unused vacation pay will not be made until such employee returns all keys, tools, and equipment belonging to the City of Dowagiac. However, any employee discharged for just cause shall not be eligible for any unused vacation pay.

## ARTICLE XI - HOLIDAYS

Section 1. Definition. The following days are designated as holidays under this Agreement: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, 1/2 day Christmas Eve, 1/2 day New Year's Eve, and four (4) personal days; in addition, an employee who is scheduled to work on Easter Sunday will receive double-time for hours worked to a maximum of eight (8) hours. Excluding Easter, if any of these holidays fall on a Sunday, the following Monday will be considered the holiday. If any holiday falls on a Saturday, it shall be celebrated on Friday. Personal days are granted on a fiscal year basis: October 1 to September 30. If not taken within the fiscal year, they will be forfeited.

Probationary employees shall not be eligible to utilize personal days until such employee has successfully completed his/her probationary period; at time of completion of such probationary period, new employees shall be credited with a number of personal days, pro-rated to the nearest four (4) hours, to be determined by a fraction, the numerator of which shall be the number of days from date of hire to the end of the City's fiscal year (9/30) and the denominator of which shall be 365.

The CITY agrees to pay the regular hourly rate of eight (8) hours for any holiday hereinabove specified whether an employee works or not. In the event that an employee works on the actual holiday, he or she shall receive, in addition to said holiday pay, remuneration for all hours worked at double time. One-half (1/2) day holidays not falling on weekends shall begin four (4) hours from the beginning of the employee's regular shift. For one-half (1/2) day holidays falling on weekends, double time shall be paid for all hours worked between 12:00 o'clock noon and midnight EXCEPT Waste Water Treatment Plant employees shall be paid double time for all hours worked in excess of four (4) hours from the beginning of the employee's regular shift.

Section 2. Eligibility. The employee must have worked his/her last regularly-scheduled working day before and his first regularly scheduled working day after the holiday, unless on either or both days

he/she is excused from work in advance of such absence, or, in the case of emergency, as soon thereafter as is reasonably possible.

## ARTICLE XII - RETIREMENT

Section 1. Michigan Municipal Employee's Retirement System. The employer shall provide the Michigan Municipal Employee's Retirement System (MERS) for employees as follows:

- (a) Effective October 1, 2004 the employer shall provide Benefit Program B-4; all members shall contribute an amount equal to the difference between the cost of the "B-3" program and the cost of the "B-4" program which shall be deducted by the City from employee's paychecks. Riders effective under the "B-3" program will remain in effect under the "B-4" program.
- (b) For employees hired prior to October 1, 2012, normal retirement will be age fifty-five (55) with twenty (20) years credited service.
- (c) All employee contributions which shall have been made by employees prior to the cessation of employee contribution requirements, effective October 1, 1991, shall be accounted for and, in the event of an employee's layoff, discharge, death, or other separation from employment, administered and/or distributed in accordance with the rules and regulations governing administration and operation of said retirement system according to the statute in such case so made and provided and rules and regulations promulgated thereunder.

## ARTICLE XIII - INSURANCE

Section 1. Life Insurance. The City agrees to provide full-time regular employee life insurance with accidental death and dismemberment protection beginning the 1st day of the first full month after date of hire in an amount equal to two times the employee's annual base salary, with double indemnity for accidental death. The City reserves the right to substitute another carrier for the insurance coverage provided the fundamental provisions of the coverage are not changed.

Section 1(a). Retiree Life Insurance. Effective upon ratification and City Council approval of this Collective Bargaining Agreement, the Employer will provide life insurance for retirees from date of retirement to age sixty (60) in the amount of \$50,000. From age sixty (60) to age sixty-five (65), the amount provided will be \$25,000.

Section 2. Health Insurance. In compliance with State mandated legislation pertaining to public

employee benefits, the following shall become effective:

- (a) There shall be an annual conference of POLC, IBEW and City administration to review health insurance coverage, premiums and co-pays. City agrees to provide bargaining unit members with the least costly option (20% co-pay or Hard Cap) provided under State law or any other option provided under State law.

The CITY will provide two (2) options for health insurance for all regular full-time employees:

With advance notice to the Union, the City shall have the right to substitute and provide, for all regular full-time employees, such package of insurance benefit coverage with another carrier, provider, or third party administrator, authorized to transact business in the State of Michigan, with benefits substantially equivalent to those currently provided. Any substitute coverage shall become fully-effective concurrent with or preceding the cancellation of pre-existing, employer-provided health care coverage and the effective date of such coverage shall be not less than 30 days following notice to the bargaining unit as herein provided. The Union shall have the right to request the establishment of a joint conference and arbitration committee to discuss such proposed coverage change in which event a meeting of said committee shall be scheduled within seven (7) days following such request. If, following such meeting, the Union shall dispute that the new coverage being offered provides substantially equivalent benefits, then that issue shall be submitted for determination by binding arbitration, in which event no change of coverage shall occur until that issue has been heard and determined by a neutral arbitrator. For those employees electing the "Chevy Plan", the Employer will pay the appropriate cost share amount per State law for the employee, the employee's spouse, and dependent children up to the age of twenty-six (26) per Federal law. For those employees electing the "Buick Plan", the Employer will pay the appropriate cost share amount per State law for the "Chevy Plan" rate, with the employee being responsible for the cost difference between the plans, for the employee, the employee's spouse, and dependent children up to the age of twenty-six (26). If additional plans, such as a "Cadillac Plan" are offered, the employee will pay the cost difference between the "Chevy Plan" and the "Cadillac Plan". Participation in the plan requires properly signed application

forms by each employee. The effective date of coverage for the enrollment of new employees shall be 1st day of the first full month after date of hire.

Each regular, full-time employee shall be enrolled in the health care, including dental, coverage plan provided by the City and shall receive like access and benefits thereunder. However, in the event an employee, through coverage as a member and not a subscriber, is covered by a plan or plans other than that provided by the City and opts to withdraw from enrollment in the City-provided coverage; he/she shall then receive a bi-weekly payment through payroll in lieu of such health benefits equal to the following: Single rate \$2500.00; Two-person rate \$3815.00; Family rate \$4500.00. Beginning January 1, 2012, a base-line of three (3) health insurance opt out participants was established. Should one (1) additional bargaining group member choose to opt out of health insurance benefits the annual opt out amount will increase by \$250. Should two (2) or more additional bargaining unit members choose to opt out the annual amount will be increased by \$500. The additional payment amount shall revert back to original amounts as participation levels change. Employees must choose to opt out of City-provided health and dental coverage in writing during each annual enrollment, in order to remain eligible for such payment. If an employee who opts out of such coverage ceases to be covered under the alternate plan, resulting in the loss of "member" coverage to the employee, at which time the employer shall, upon written notice, enroll and/or return the affected employee to City-provided, full coverage for him/herself, spouse and dependent children, if any, beginning with the first of the month immediately following receipt of notice of such status change, without penalty except that he/she will no longer remain eligible for any payment in lieu of coverage.

In the event that the City shall modify the yearly lump sum cash payment in lieu of health and/or dental benefits for non-union employees, the amount to be paid for any DPS employee electing payment in lieu of health and/or dental benefits shall be equal to \$4300/\$200 (family rate) respectively or the amount of payment provided for non-union employees, whichever is greater.

It is agreed between the UNION and the CITY that a "Me Too" clause is inherent in this agreement

should the CITY move to an improved health insurance plan.

Section 3. Employee's Health Insurance Continuation Option. Any employee retiring after October 1, 1984, and who has reached the age of fifty-five (55) years with 20 years of credited service, may elect to continue medical insurance coverage upon retirement at his/her sole expense (except as hereinafter provided with respect to employees retiring from and after date of execution of this agreement), under the City's group health insurance plan. The surviving spouse of any retiring employee who has elected to continue group insurance coverage at his/her expense shall likewise be permitted to continue said coverage as surviving spouse at his/her sole expense provided that he/she meets the following eligibility requirements: (a) That he/she was the lawfully wedded spouse of the retiree at the time of the retiree's death; and (b) That he/she shall not have remarried.

If the surviving spouse of any deceased retiree elects to continue group health insurance coverage at his/her sole expense following the retiree's death, he/she shall continue to be eligible to obtain such coverage until said surviving spouse's death or remarriage.

Notwithstanding the foregoing, it is agreed, with respect to any employee retiring from and after date of execution of this Agreement, that such employee shall have a period of 45 days from and after his/her effective retirement date to elect such continuation coverage. The surviving spouse of any deceased retiree shall likewise have a period of 45 days from and after the death of the employee spouse in which to elect continuation coverage. In the event that such retiree and/or his/her surviving spouse shall fail to elect continuation coverage within such 45 day period, then such right shall be forever barred.

For employees retiring from and after date of execution of this Agreement, it is agreed that the City shall reimburse the retiree in an amount equal to one-half (1/2) of the premium cost charged in connection therewith (subject to the terms and conditions designated (a) through (d) hereunder); Or,

In the event the employer shall choose to partially or fully "self-fund" such coverage, one-half (1/2) the amount necessary to provide the individual retiree such health insurance coverage. The total cost

associated with the provision of such coverage shall be calculated on an "illustrative premium" basis, in advance, by an independent underwriter or actuary retained by the City. Such "illustrative premium" shall be adjusted based on actual claims data, no less than every twelve (12) month anniversary of the commencement of any such full, or partial, self-funding contract (also, subject to the terms and conditions designated (a) through (d) hereunder).

- (a) That the CITY'S responsibility for reimbursement shall be limited to one-half (1/2) the amount of premium attributable to the employee only, exclusive of any additional premium charged or chargeable to extend coverage to the retiree's spouse, children or other dependents;
- (b) That the CITY shall have no obligation with respect to payment of any portion of medical insurance premiums respecting any employee retiring by virtue of disability and who does not meet the age and service requirements set forth above.
- (c) In the event the retiree fails or refuses to pay a premium necessary to maintain coverage, such retiree's coverage shall be terminated and the CITY'S responsibility to reimburse shall cease.
- (d) That the CITY shall limit the maximum total reimbursement to be paid to any retiree under the terms of this section to \$275.00 per month until such time as the employee becomes Medicare eligible. At such time, the reimbursement shall revert back to the \$200.00.

Section 4. Worker's Compensation. The CITY shall provide Worker's Compensation protection for all employees as provided under the Michigan Worker's Compensation Act in effect on the date of the signing of this Agreement.

Section 5. Dental Insurance. The City will provide a Basic Dental Plan, 50/50 (Class I - IV services; \$1,000 maximum/year I - III; \$1,000 maximum/lifetime, IV) for each regular full-time employee, and such employee's spouse, and dependent children, to the end of the year in which said children attain their twenty-sixth birthday. However, if mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of dental insurance benefits with

another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits substantially equivalent to those currently provided. Any substitute coverage shall become fully-effective concurrent with or preceding the cancellation of pre-existing employer-provided dental care coverage. The employer shall not pay the costs of the dental plan where, at the effective date of employment, said employee is already covered by a dental plan that is equivalent to the coverage offered by the employer; wherein said employee has member coverage and is not a subscriber. In the event the subscriber of such a dental plan ceases to be so covered resulting in the employee losing member coverage, the employer shall, upon notice, as soon as possible, enroll the affected employee under its existing plan with full coverage for him/herself, spouse and children, if any, thereby insuring such employee of continuous coverage for benefits.

Section 6. Vision Exam Coverage. Effective 7/1/98, the City will provide a vision insurance plan designated as Vision Service Plan for each regular full-time employee, and such employee's spouse, and dependent children, to the end of the year in which said children attain their nineteenth birthday. Such coverage will consist of one annual vision exam per year per covered employee/dependent with a \$5.00 co-payment per exam. However, if mutually agreed to in advance by the parties hereto, City shall substitute and provide, for all regular full-time employees, some package of vision insurance benefits with another carrier, provider, or third-party administrator, authorized to transact business in the State of Michigan with benefits substantially equivalent to those provided under the Vision Service Plan package. Any substitute coverage shall become fully-effective concurrent with or preceding the cancellation of pre-existing employer-provided vision care coverage.

#### ARTICLE XIV - SICK LEAVE

Section 1. Sick Leave Accumulation. Probationary employees serving their initial probation period with the employer are not entitled to utilize sick leave. At the completion of the probationary period of 180 days, such employee will be credited with six (6) sick days. Thereafter, employees shall accumulate sick

leave at the rate of eight (8) hours per month. For purposes of sick leave accumulation, it is hereby agreed that:

(a) an employee must have received compensation from the CITY, excluding unemployment and Worker's Compensation, of at least 8 hours during that month in order to accumulate sick leave for that period.

(b) employees taking unpaid leave under the terms of the Family and Medical Leave Act, for a period less than or equal to one month, shall continue to accumulate sick leave for such period.

Section 2. Sick Leave Pay Out Upon Death or Retirement. Unused sick leave shall accumulate and in the event that an employee retires or dies, such accrued sick leave accumulation shall have a cash surrender value. For employees hired before 9/30/97, sick leave accumulation shall have a cash surrender value of 80%, to a maximum one hundred twenty (120) days; for employees hired after 10/1/97, sick leave shall have a cash surrender value of 50%, to a maximum of sixty (60) days. Sick leave will be payable upon retirement to the employee, or upon death to his or her designated beneficiary. Accumulated sick leave shall cancel upon termination for causes other than death or retirement.

Section 3. Verification of Illness. It is understood that sick leave is intended for legitimate use only. In the event that the pattern of use of sick days gives rise to doubt as to legitimate need and indicates possible abuse, then upon prior written notice, the CITY shall have the right to demand that the employee provide verification from his/her health care provider of the illness causing the absence if the employee is to receive a paid sick day. A copy of this notice shall be provided to the Union Steward at the same time the same is provided to the employee and, if the employee and/or Union dispute that the pattern of employee absence gives rise to doubt as to legitimate need and indicates possible abuse, then such dispute shall be resolved through the grievance procedure.

Section 4. Use of Sick Leave. Sick leave is provided for an employee in the event of his or her own non-work related injury or illness. If an employee requires an extended leave of absence for his or her

own serious health condition, or that of an immediate family member, if eligible, coverage may be provided under the Family and Medical Leave Act and associated City Policy. Sick leave may also be utilized when absence from work is required in order to transport household members, or immediate family members, to health-related or medical appointments, or emergencies.

#### ARTICLE XV - SAFETY, EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. Safety Committee. The Safety Committee shall be composed of the Union Chief Steward and Alternate, and the Director or his designee, and will meet, when necessary, for the purpose of discussing safety, and promulgating safety regulations with the understanding that the CITY has the ultimate responsibility, and shall make the final determination on all matters of safety and safety rules, subject to the Grievance Procedure. All employees shall observe safety rules as established by the Safety Committee.

Section 2. Accident Reports. Any employee involved in any accident shall immediately report such accident and any physical injury sustained as soon as possible. An employee shall make out an accident report in writing on forms furnished by the CITY and shall turn in all available names and addresses of witnesses to any accidents. Any employee whose employment with the CITY involves regular or periodic operation of CITY vehicles, shall operate the same in accordance with applicable laws and shall have a valid driver's license where required by law.

Section 3. Equipment Reports. It is the duty of the employee, and he shall immediately, or at the end of his shift, depending on the urgency, report all defects of equipment in his custody. Such reports should be made by the employee on the daily report form furnished by the CITY. It shall be the duty of the CITY to see that all vehicles as referred to above shall be safe at all times.

Section 4. On The Job Injury. An employee who is injured while on the job is required to immediately report the same to his immediate supervisor, if possible. When an employee is injured on the job, he shall not lose time for any portion of that day if he is unable to return to work.

The CITY shall pay an employee injured on the job who qualifies and is receiving Workmen's Compensation payments the difference between the Workmen's Compensation check and his normal net rate of pay (less Federal taxes, Social Security, State taxes and City taxes) for a period of sixty (60) calendar days. Payments specified in this section shall be based upon the salary at time of injury. Accumulated sick leave shall not be considered in the computation of this payment. Upon completion of the sixty (60) calendar days above, the employee shall revert to the use of accumulated sick leave to supplement the difference between Workmen's Compensation and his normal net rate of pay (less Federal taxes, Social Security, State taxes and City taxes). Employees shall not be entitled to such supplemental payments unless the employee is qualified for and is receiving Workmen's Compensation payments. Non-work-related injuries not compensable under this section shall be considered as sick leave and shall be governed by the rules pertaining to sick leave. Upon exhaustion of an employee's sick leave bank, only Workmen's Compensation benefits will be provided.

Pending determination of eligibility for Workers' Compensation benefits due to a dispute regarding whether Workers' Compensation benefits are payable, an employee shall be permitted to draw against accumulated sick leave benefits provided that such employee shall execute an assignment to the CITY of such benefits, when and if the employee is determined entitled to same, to the extent necessary to repay the CITY for all sick leave benefits paid under the circumstances. Upon receipt of such payments, the employee's sick leave bank will be credited with sick leave benefits so utilized and repaid.

Section 5. Hard Hats. Hard hats shall be worn whenever an employee is present in an area where head injury is possible.

Section 6. Protective Equipment. The CITY shall furnish adequate safety appliances and protective equipment for all employees, and it shall be the rule of the CITY that such safety and protective devices are to be used at all times. Failure to use such safety protective devices shall be grounds for disciplinary action.

Section 6(a). Boot Allowance. The City agrees to provide an annual \$100 allowance, payable in the month of July of each year of the contract to all bargaining unit employees which allowance at the discretion of the employee may be used for, although not limited to, the purchase of personal protective equipment (PPE) steel-toe boots that comply with MIOSHA Construction Industry Standards (R 408.40625 - ANSI standard Z41-1991.

Section 7. Tools. The CITY shall furnish all tools, equipment and safety devices, etc., that are needed or required to do all work assignments or jobs and shall enforce their uses and safety. Each employee shall be responsible for all tools, equipment and safety devices issued to him. Proven neglect and/or misuse of tools and safety equipment shall be grounds for disciplinary action.

Section 8. Safety Meetings. The City shall strive to conduct a minimum of one (1) hour per month devoted to a safety meeting; the CITY shall furnish the materials and topics to be discussed.

Section 9. First Aid. First aid kits with first aid instructions or Red Cross First Aid Manuals or their equivalent shall be furnished on all trucks and such kits will be kept adequately or equivalently stocked. One employee on each crew shall be a qualified Red Cross first aid card holder or equivalent.

Section 10. Artificial Respiration. Accepted forms of artificial respiration should be taught and practiced.

Section 11. Multiple Workmen Required. Two Journeymen working together shall be employed on all live lines or live high tension equipment transmitting in excess of 500 volts. However, apprentices, after serving one and one-half (1-1/2) years, may assist a Journeyman in performing such work.

Section 12. Hand Protection. The CITY shall furnish adequate hand protection for each department as before the signing of this Agreement.

Section 13. Weather Conditions. The CITY agrees to exercise judgment in requiring employees to work outside during inclement weather. Employees shall be required to remain available and perform such work as may be assigned to them providing suitable protection from the weather is provided.

## ARTICLE XVI - MISCELLANEOUS

Section 1. Bulletin Board. The CITY agrees to provide a bulletin board where the employees are employed and it is agreed between the parties that the bulletin board will be used only for official UNION matters.

Section 2. Clothing. Any employee may be required to comply with a dress code as promulgated by the Director. The dress code shall be subject to the Grievance Procedure. The CITY may require certain employees to wear uniforms -- the acquisition and cleaning cost of same to be borne by the CITY. The cost of uniform acquisition and cleaning, for those employees not required to wear such uniforms, shall be the sole responsibility of the employee.

Section 3. Separability and Saving Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 4. Report for Work. The starting and quitting time and place for employees to report for work shall be at the CITY garage or their presently established reporting place for work.

Section 5. Commercial Drivers License (CDL). The CITY shall defray all costs incurred for attaining a required CDL. Employees failing to obtain a CDL, when required to do so, shall be subject to disciplinary action up to and including termination.

Section 6. Substance Abuse. The dangers and costs which alcohol and other chemical abuses can create in the Department of Public Services in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the

employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE XVII - PERIOD OF AGREEMENT - APPROVAL

THIS AGREEMENT, when signed by the proper officers of the CITY and the UNION and approved by the President of the International Brotherhood of Electrical Workers shall become effective as of January 1, 2015 and shall continue in full force and effect for a period of two (2) years and thereafter. However, beginning on or after October 1, 2016, either party hereto, upon written notification to the other, may re-open negotiations for the purposes of either amending or extending this agreement. Otherwise, amendments may be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the UNION, the same as this Agreement.

The parties hereto have, by their officers, duly authorized in the premises, executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DOWAGIAC:

By: \_\_\_\_\_  
Donald D. Lyons, Mayor

By: \_\_\_\_\_  
James E. Snow, City Clerk

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 876:

\_\_\_\_\_  
Business Manager

Appendix A

		2.00%	2.00%
<b>Electric Generation &amp; Meter Division</b>	<b>2013-14</b>	<b>2015</b>	<b>2016</b>
Foreman	21.4218	21.8502	22.2872
Stockroom (1 year)	15.7998	16.1158	16.4381
Stockroom (start)	14.1250	14.4075	14.6957
Serviceman (3 years)	17.4044	17.7525	18.1075
Serviceman (start)	16.5144	16.8447	17.1816
Meter Reader (1 year)	15.3549	15.6620	15.9752
Meter Reader (start)	14.3827	14.6704	14.9638
<b>Street/Water &amp; Sewer Division</b>	<b>2013-14</b>	<b>2015</b>	<b>2016</b>
Foreman	23.2904	23.7562	24.2313
Backhoe Operator	19.7880	20.1838	20.5874
Lift Station Maintenance Worker*	18.9625	19.3418	19.7286
Maintenance Worker (3 year)*	18.2996	18.6656	19.0389
Maintenance Worker (1 year)*	16.4984	16.8284	17.1649
Maintenance Worker (start)	15.7605	16.0757	16.3972
<b>Motor Vehicle Pool Division</b>	<b>2013-14</b>	<b>2015</b>	<b>2016</b>
Chief Mechanic**	20.6253	21.0378	21.4586
<b>Electric Division</b>	<b>2013-14</b>	<b>2015</b>	<b>2016</b>
Foreman	31.0091	31.6293	32.2619
Lineman	27.7301	28.2847	28.8504
Apprentice Lineman - 7th (6 mos)	24.9570	25.4562	25.9654
Apprentice Lineman - 6th (6 mos)	24.1251	24.6077	25.0998
Apprentice Lineman - 5th (6 mos)	23.2932	23.7591	24.2343
Apprentice Lineman - 4th (6 mos)	22.4613	22.9106	23.3688
Apprentice Lineman - 3rd (6 mos)	21.6294	22.0621	22.5033
Apprentice Lineman - 2nd (6 mos)	20.7975	21.2135	21.6378
Apprentice Lineman - 1st (6 mos)	19.9657	20.3650	20.7723
Groundperson	15.4002	15.7082	16.0224
<b>Wastewater &amp; Water Treatment Plant</b>	<b>2013-14</b>	<b>2015</b>	<b>2016</b>
Superintendent (Wastewater)**	26.3995	26.9275	27.4660
Class "B"***	19.9168	20.3151	20.7214
Class "C"***	19.6547	20.0478	20.4487
Class "D"***	19.3927	19.7806	20.1762
Maintenance**	18.4796	18.8492	19.2262
Unclassified (2 year and testing)**	18.2996	18.6656	19.0389
Unclassified (1 year)**	16.4983	16.8283	17.1648
Unclassified (start)	15.7604	16.0756	16.3971
Superintendent (Water)	20.9065	21.3246	21.7511
Superintendent (Water w/WW Class "A")	22.0074	22.4475	22.8965
<b>Maintenance Division</b>	<b>2013-14</b>	<b>2015</b>	<b>2016</b>
Chief Maintenance Person	16.1279	16.4505	16.7795
Maintenance Person	15.5774	15.8889	16.2067

\* eligible for \$650 annual incentive for S-4 license

\* eligible for \$650 annual incentive for S-3 license

\* eligible for \$650 annual incentive for S-2 license

\*\* eligible for \$650 annual incentive for D-4 license

\*\* eligible for \$650 annual incentive for D-3 license  
\*\* eligible for \$650 annual incentive for D-2 license

**Appendix "B"**  
**CITY OF DOWAGIAC**  
**ADMINISTRATIVE POLICY**

Number: 92-A-04	Dated: December 4, 1992	Revised: October 1, 2009
Issued By: Kevin P. Anderson, City Manager		
The City Manager, as Chief Administrative Officer pursuant to the City Charter Chapter 7, Section 7.2, and as stated in Chapter 3, Section 1.30 of the Dowagiac City Code, is vested with administrative powers of the City and performing duties under the authority of the City Council promulgates orders to ensure efficiency, effectiveness and fiscal responsibility in municipal operation. By the authority vested in me, it is hereby ordered as follows:		

**ADMINISTRATIVE POLICY: Reimbursement Policy for Travel, Training and Business-Related Expenditures.**

**APPLICATION/SCOPE:** This policy shall apply to and cover all appointed City officials and employees; part-time, full-time and seasonal. Elected City officials shall be covered under the terms and conditions of a separate policy, established and adopted by resolution of the Dowagiac City Council.

**PURPOSE:** The purpose of this Administrative Policy is to provide and maintain fiscal responsibility and accountability with respect to the use of City funds for the provision of training activities and for attendance at, or participation in business-related functions outside the normal boundaries of the City; it is important that a formalized, consistent policy of expenditure approval and reimbursement be established and adhered to.

**GENERAL POLICY:** The City shall, within adopted departmental budgets, provide for the appropriate reimbursement of reasonable conference, training, travel and business-related expenses for City appointed officials and employees. This policy shall also apply to single day training seminars and similar educational activities and shall govern the use of City-owned vehicles.

**SPOUSES, FAMILY, GUESTS:** Any and all expenditures incurred for the sole benefit of, the inclusion of, or participation by spouses, family members or guests at City sanctioned activities shall not be reimbursed by the City unless specifically authorized by the City Council in advance of the conference and/or training expenditure being incurred.

**APPROVAL REQUIRED:** Enrollment and attendance at conferences or training seminars must be approved in advance by the employee's Department Head. Attendance at any conference or training seminar which exceeds \$100 in costs, and/or involves an overnight stay, must be approved in advance by the City Manager. Attendance by elected officials at state-wide conferences held by the Michigan Municipal League and similar organizations shall not be subject to City Manager review, but shall be budgeted for in advance.

**TRAVEL:** City officials and employees attending bona-fide conferences or training activities, as

well as traveling for any legitimate business-related purpose, on behalf of the City shall be reimbursed for travel expenses based on the current mileage reimbursement rate established by the Internal Revenue Service or upon the most cost effective mode of transportation available. Costs charged to the City shall be for the most direct, cost effective routing possible. Costs for side trips unrelated to City business shall not be reimbursed. Ride sharing and/or use of City vehicles shall be encouraged where possible and appropriate. Proper and necessary parking and taxi/shuttle fees will be reimbursed. In addition, the City shall reimburse employees traveling on behalf of the City for the incurred cost of a single meal, not exceeding the maximum allowable "lunch" allotment referenced herein, when travel exceeds four (4) consecutive hours of any assigned work day.

**LODGING:** The costs for lodging at out-of-town conferences, training activities or business functions shall be reimbursed at a rate which equals the cost of "standard-type" accommodations for a single individual in a low to mid-priced hotel or motel available at a reasonably accessible distance to the training or business-function site. Non-essential, non-business related expenditures associated with lodging, such as personal long-distance calls, movies, room service and laundry service shall not be reimbursed.

It shall not be the standard practice of the City to reimburse for lodging expenditures incurred before or after a conference begins or ends unless travel requirements and the conference's starting and/or ending times require such lodging to be necessary.

**MEALS:** The City shall reimburse up to a maximum of \$40.00 per day for meals and beverages per City employee or official, when such meal costs are incurred during the course of travel to, or attendance at, bona fide conferences or training activities. When meals are not provided as part of the conference package, the following amounts shall be reimbursable on the daily available total:

BREAKFAST: \$8.00; LUNCH: \$12.00; DINNER: \$20.00

Gratuities or tips in amounts up to but not exceeding 20% are reimbursable above the meal limit established. No alcoholic beverages are to be paid for or reimbursed with City funds. Continental breakfasts or snacks provided are not considered meals. The maximum allowable rates contained herein shall be reviewed and updated on a periodic basis to reflect changes in consumer price levels.

**PROVISION OF CITY VEHICLES AND/OR FUEL:** Gasoline and other motor fuels paid for and provided by the City of Dowagiac for City vehicles or privately-owned vehicles must be used for and limited to mileage solely and exclusively business-related.

**SALARY/WAGES:** City employees engaged in business-related travel beyond the scope of their normal work hours or work day shall be compensated for such time in the same manner as would be provided for in other "overtime" situations. That is, hourly workers shall receive overtime wages, while salaried employees shall be eligible for compensatory time off equal to the overtime worked times one and one-half (1.5).

**DAMAGE TO PERSONAL VEHICLES AND PROPERTY:** The City shall reimburse employees for the reasonable value of any personal property items damaged or destroyed as a direct result and in the course of their employment with or travel on behalf of the City. The intent of this provision is to provide for the replacement without cost to the employee of items such as work-quality eyeglasses, watches or hearing aids damaged while engaged in employment or City-sanctioned travel activities. If an item is inappropriate for use or wear while on City business, such as expensive jewelry, its replacement will not be reimbursed. If an item damaged on duty carries with it intrinsic value associated exclusively with “designer status” or “art-quality” attached to it, such value will not be reimbursed.

In addition, employees who through no fault of their own shall sustain damage to their personal vehicle when said vehicle is in use or on site for a City-sanctioned activity shall be eligible to receive reimbursement of auto insurance deductibles imposed up to a maximum of \$250.00 for any one incident.

**CANCELLATIONS:** Any fees or charges assessed against the City for an event reserved on behalf of an official or employee who provided indication that they would attend such event will be charged back to the individual unless waived by the City Manager or unless the reservation was ultimately used by another City official or employee.

**RECEIPTS:** Complete and properly documented receipts or evidence of expense must be presented to the City Finance Director within fourteen (14) calendar days following the completion of the training or business-related activity attended for any and all reimbursement of expenses subject hereto.

**MISCELLANEOUS:** Expenditures for telephone, fax, or postal or package delivery services are reimbursable when necessary to the exercise of conducting official business.

**EXCEPTIONS:** If warranted by unusual circumstances or conditions, exceptions to the foregoing policy may be allowed upon the approval of the City Manager. However, more restrictive standards and rules may be imposed by the City Manager on a temporary basis in response to fiscal circumstances. During such periods, the City Manager’s instructions shall supersede any conflicting standards and rules contained within this policy.

**REPORTING ACCURACY:** Any abuse of this policy, including falsifying expense reports or receipts to reflect costs not actually incurred by the City employee or official, shall constitute substantive grounds for disciplinary action; up to and including suspension and/or dismissal.

Revised: 2/8/93; 8/1/01; 10/1/09

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution;  
seconded by Councilmember \_\_\_\_\_.

**WHEREAS,** the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #1 for the period ending 10/09/14:

Invoices 01-08-15	\$203,010.45
Invoices 12-18-14	\$450,458.74
Payroll for Period Ending	<u>\$173,373.89</u>
Total	\$826,843.08

**BE IT RESOLVED** that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$653,469.19	\$173,373.89	\$826,843.08

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor		Description	Amount
1ST CHOICE AUTOMOTIVE	0007396	FUEL SYSTEM CHECK - DART #220	128.27
1ST CHOICE AUTOMOTIVE	0007283	PD VEH #53 - K9 UNIT	944.23
ABSOPURE WATER COMPANY	54896721	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	83425022	BOTTLED WATER/DEPOSIT - 25830 NUBOUR	51.00
ABSOPURE WATER COMPANY	54899289	C & C COOLER RENTAL - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	83425029	BOTTLED WATER/DEPOSIT 26688 NUBOUR	71.25
ABSOPURE WATER COMPANY	54904315	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	83425027	BOTTLED WATER - 26461 NUBOUR	64.50
ACCOUNTING CONSULTANTS, PC	11/30/14	CONSULTING SVC THROUGH 11/30/14	675.00
AIRGAS GREAT LAKES	9923534401	WELDING SUPPLIES	55.53
AMERICAN ELECTRIC POWER	CDOW_201411_01	NOV 2014 ENERGY	356,643.67
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	42.44
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	65.92
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD PL LIFT STATION	43.84
AUSRA EQUIPMENT & SUPPLY, INC	IN80627	#80 - CUTTING EDGE - REVERSIBLE	370.88
AUSRA, JOANN	12/01/14	DEC 2014 BOARD OF REVIEW	25.00
BLUETARP FINANCIAL	31857426	SAWZALL	383.98
BORGESS LEE MEDICAL GROUP	10/27/14	PRE EMPLOYMENT DRUG TEST	40.00
BRUCE WILLIS	12/05/14	AWARD AMOUNT	600.00
CAPITAL TIRE, INC	10179524	TIRES - GENERAL USE PD	1,023.48
CARROT-TOP INDUSTRIES, INC.	24524200	STATION FLAG - FD	42.38
CASS CNTY TRANSPORTATION AUTHORITY	1827	DISPATCHING SERVICES-NOV 14	3,164.76
CASS OUTDOOR POWER EQUIPMENT, INC	106934	WRENCH/STARTER ROPE/LABOR - HS74 HEDGE	30.91
CHET NICHOLS, INC	527928	#101 - 5W20 OIL	38.28
CHET NICHOLS, INC	527964	RETURN - #220 LAMPS/#6 - FLASHER	(87.94)
CHET NICHOLS, INC	529306	BRAKE CLEANER - ALL VEHICLES	25.68
CHET NICHOLS, INC	529550	#7 - REAR AXLE SEAL	2.56
CHET NICHOLS, INC	529573	#7 - REAR BRAKE CALIPERS/FLUID	251.62
CHET NICHOLS, INC	529791	#7 - CORE RETURN	(110.00)
CHET NICHOLS, INC	531242	FUSE #80	5.46
CHRISTOPHER CARLSEN	12/15/14	REFUND AFTER BOR CHANGE	612.11
CINTAS LOCATION #336	01904	MATS & UNIFORMS	442.80
CINTAS LOCATION #336	05625	MATS	76.84
CINTAS LOCATION #336	07833	MATS & UNIFORMS	416.64
CLINE, JEAN	12/01/14	DEC 2014 BOARD OF REVIEW	25.00
COMCAST	8771 40 238	INTERNET SERVICE - FIRE DEPT	82.40
COMMUNITY ANSWERING SERVICE	262812082014	DISPATCHING SERVICE	185.50
DICKSON WRIGHT PLLC	966878	SERVICES RENDERED 7/31 - 11/18/14	2,280.00
DOUBLEDAY OFFICE PRODUCTS, INC	159041	BOOKCASE/FILE CABINET	1,004.97
DOWAGIAC UNION SCHOOLS	201415-67	FUEL EXPENSES-NOVEMBER 2014	7,804.91
DUST BUSTERS	12/15/14	CLEANING SERVICES 01/15	1,725.00
EAU CLAIRE FRUIT EXCHANGE	665967	CABLE CLAMPS - HILL ST FENCING	17.94
FERRIER, PENNY M	12/09/14	MUSEUM CLEANING SERVICE-NOV 2014	255.00
FIA CARD SERVICES	431000001450	PLANNING MEETING - SMITH GROUP	37.59
FIA CARD SERVICES	1293551	ECON DEV - SNOW BLDG	31.24
FIA CARD SERVICES	000003	ECON DEV	27.06
FIA CARD SERVICES	000002	MEETING	23.88
FIA CARD SERVICES	11/26/14	ANNUAL E-MAIL MARKETING SUPPORT	155.40
FIA CARD SERVICES	000001	ECON DEV	21.02

Vendor		Description	Amount
FIA CARD SERVICES	000045	MEETING	26.26
FIA CARD SERVICES	11/19/14	MAGAZINE RENEWAL	14.95
FIA CARD SERVICES	11/21/14	BACKUP SUBSCRIPTION	0.99
FIA CARD SERVICES	11/26/14	FAX SERVICE - LIFT STATION REPORTS	24.99
FIA CARD SERVICES	11/28/14	FAX SERVICE - LIFT STATION ALARMS	24.99
FIA CARD SERVICES	MGLZVMBTH3	FILE ACCESS APP	6.35
FIA CARD SERVICES	BBY01-	CONFERENCE MONITOR	296.78
FIA CARD SERVICES	F452727	VACUUM HOSE	48.36
FIA CARD SERVICES	56612893	RIFLE PART - 6044 ROMAN	11.80
FIA CARD SERVICES	206C3290028	PD VEH 6001 REGISTRATION	134.64
FIREPROGRAMS SOFTWARE	7715	SOFTWARE SUPPORT	630.00
FRONTIER	269-782-0100-	PHONE SERVICE - SNOW BLDG	168.15
GARAGE DOORS PLUS MORE, INC	1659	GARAGE DOOR REPAIR - GROUNDS	182.08
GAYLORD BROTHERS, INC.	2337531	ARCHIVAL SUPPLIES	152.49
GAYLORD BROTHERS, INC.	2338961	ARCHIVAL SUPPLIES	43.42
GERALD & DONNA DODD	12/15/14	REFUND AFTER BOR CHANGE	591.54
GLOBAL TELEMATIC SOLUTIONS, LLC	17020	VEHICLE TRACKING SERVICE	220.00
GRAMES TIRE & BATTERY, INC	3760	#11 - NEW TIRE	629.28
GREATER DOWAGIACCHAMBER OF COMMERCE	12/09/14	2015 MEMBERSHIP DUES	265.00
GREENMARK EQUIPMENT	P92343	FUEL/OIL FILTERS/FILTER ELEMENTS/BULK	67.45
HAAS ALARMS AND SERVICE, INC	062424	REPLACE BAY PHONE - FD	281.99
HACH COMPANY	8914367	SAMPLER - CIRCUIT BOARD ASSEMBLY	368.47
HAGGIN FORD & MERCURY INC	47700	SHIFT INDICATOR	(38.51)
HAGGIN FORD & MERCURY INC	47417	SHIFT INDICATOR #7	38.51
HAGGIN FORD & MERCURY INC	47723	DART #330 SHIFTER REPAIRS	21.43
HAGGIN WIMBERLY CHEVY OLDS GEO INC	257691	#15 - ACTUATOR/FILTERS	94.01
HALE'S HARDWARE, INC	D70229	1" GALV COUPLING - 114 ASHLAND	11.62
HALE'S HARDWARE, INC	D69742	BATTERIES/BULBS	42.65
HALE'S HARDWARE, INC	C97533	MAGNETIC HOOKS	12.76
HALE'S HARDWARE, INC	D69798	WWTP PIPING - WINTERIZING	4.64
HALE'S HARDWARE, INC	A12001	SUPPLIES & MAINT ITEMS - WWTP/CCWS	149.56
HALE'S HARDWARE, INC	C97942	SHIPPING SAMPLES/OUTSIDE LIGHTS	43.38
HALE'S HARDWARE, INC	1412-629624	SCREWDRIVER	4.79
HALE'S HARDWARE, INC	C97148	HARDWARE FOR FLAG POLE REPAIR	6.38
HALE'S HARDWARE, INC	C96584	CASTERS FOR OFFICE CHAIRS	20.18
HALE'S HARDWARE, INC	C97954	FURN FILTER/HILL FASTENERS JD 2155	6.91
HALE'S HARDWARE, INC	C98407	SHEETROCK FASTENERS/SCREWS	5.28
HALE'S HARDWARE, INC	C97566	BOTTLED WATER/CABLE TIES/CONNECTORS	25.28
HALE'S HARDWARE, INC	C98695	CH - GENERATOR EXHAUST PIPE	8.37
HALE'S HARDWARE, INC	D70746	220 VOLT PLUG - #174	17.45
HALE'S HARDWARE, INC	D71344	SHIPPING - HD REPAIR	9.07
HALL, DONALD	12/01/14	DEC 2014 BOARD OF REVIEW	25.00
HANSON BEVERAGE SERVICE	093909	LABORATORY WATER	31.00
HARTLINE, BOBBIE JO	12/10/14	CITY PLANNING - MEETING AND FOCUS GROUP	135.41
HARTLINE, BOBBIE JO	12/04/14	REIMBURSEMENT - SUPPLIES FOR PARADE	24.65
HD SUPPLY WATERWORKS, LTD.	D259922	CONNECTOR/CURB BOXES/CURB STOPS - STOCK	1,768.71
HILL TRUCK SALES, INC	471836	#4 - GOVERNOR	27.27
IAPE	12/12/14	MEMBERSHIP - MURRAY	50.00
JAY & CINDY SNYDER	12/16/14	DUPLICATE TAX PAYMENT	38.60

Vendor		Description	Amount
JUDD LUMBER COMPANY, INC	1412-629768	RETURN PALLET	(20.00)
JUDD LUMBER COMPANY, INC	1412-629731	CEMENT/PALLET CHARGE	143.84
K M INTERNATIONAL, INC	6263	#155 - BATTERY CHARGER	193.76
K M INTERNATIONAL, INC	6341	FLANGE MOUNTING GASKET #155	19.24
K M INTERNATIONAL, INC	6314	BURNER COMBUSTION BOX/PRIMARY 12V	661.92
LAKE MICHIGAN MAILERS, INC	314827	POSTAGE	5,000.00
METROPOLITAN MECHANICAL INSP	0463	2015 MEMBERSHIP DUES-J BRADFORD	70.00
MI DEPT OF LICENSING AND REG AFFAIR	1217866	ANNUAL ELEVATOR INSPECTION	185.00
MI DEPT OF LICENSING AND REG AFFAIR	1217868	ELEVATOR INSPECTION	45.00
MICHIGAN STATE POLICE-CASHIERS OFC	551-433191	SOR TOKENS	99.00
MILLER, CANFIELD, PADDOCK AND STONE	1266876	EMPLOYMENT MATTERS	220.00
MISS DIG SYSTEM, INC	201503634	2015 ANNUAL MEMBERSHIP FEE	1,259.33
MMTA	12/15/14	2015 MMTA DUES	50.00
NYE UNIFORM COMPANY, INC	487812	UNIFORMS-FD	144.00
O'BOYLE COWELL BLALOCK AND ASSOC	51010.05 - 1	RUSSOM PARK - STORM WATER IMPROVEMENTS	375.00
PETTY CASH	12/05/14	PETTY CASH REIMBURSEMENT	199.19
POWERNET GLOBAL COMMUNICATIONS	33271518	LONG DISTANCE SERVICE 11/12 - 12/12/14	135.32
PRECISION DATA PRODUCTS	I0000424306	PRINTER TONER & KEYBOARD	107.85
PRECISION DATA PRODUCTS	I0000423998	WIRELESS MICE	112.65
PRECISION DATA PRODUCTS	I0000424504	PRINTER INK	57.75
PVS TECHNOLOGIES, INC	192258	FERROUS CHLORIDE - WWTP	1,733.23
QUILL CORPORATION	8404471	CD ENVELOPES/BATTERIES/TAPE	55.19
RHOADES MCKEE	248693	ENVIRONMENTAL-LANDFILL	1,650.00
ROHDY'S HEATING & COOLING, LLC	0000005310	CH - HEATING MTCE & SAFETY CHECK	525.00
ROHDY'S HEATING & COOLING, LLC	0000005302	HEATING REPAIR - FD	181.90
ROHDY'S HEATING & COOLING, LLC	0000005315	BLDG MTCE - FD	290.00
SCHERER, JOE DBA LONELY PI	12/15/14	01/15 INT PMT ACCT 7508450033	6,174.53
SEMCO ENERGY GAS COMPANY	0148809.501	GAS UTILITY - FD	598.74
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 10/31 - 12/03/14	813.82
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 10/31 - 12/03/14	363.63
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 10/31 - 12/03/14	846.34
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 10/31 - 12/03/14	290.28
SEMCO ENERGY GAS COMPANY	0357529.501	GAS SVC 10/31 - 12/03/14	221.08
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 10/30 - 12/02/14	1,090.09
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 10/29 - 12/01/14	259.43
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 10/30 - 12/02/14	116.04
SEMCO ENERGY GAS COMPANY	12/11/14	NEW GAS SVC LINE INSTALLATION - 56601	200.00
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SVC 10/31 - 12/03/14	286.11
SHELL OIL COMPANY	00000000652605234	FUEL PURCHASES	711.50
STATE OF MICHIGAN	ME-0200312	SALES & TAX-NOV 2014	13,435.66
STATE OF MICHIGAN	11/20/14	ABOVE GROUND STORAGE TANK ANNUAL CERT	61.50
STATE OF MICHIGAN-MDEQ	897177	NPDES ANNUAL PERMIT FEE - MI0022837	5,500.00
STATE OF MICHIGAN-MGT & BUDGET	MIDEAL-144	2015 MIDEAL MEMBERSHIP	180.00
STEVEN & JESSICA CARLSEN	12/15/14	REFUND AFTER BOR CHANGE	421.43
THE RIDGE COMPANY	596787	V-BELT #74	46.38
THE RIDGE COMPANY	596750	U-BOLT/FLT WASHER/NUT - CITY HALL	11.60
THE RIDGE COMPANY	596342	EXHAUST PIPE/CAP	121.89
THE RIDGE COMPANY	596087	DART #110 HEADLAMP	8.00
THE RIDGE COMPANY	596238	HITCH/RECEIVER #102	56.05

Vendor		Description	Amount
THE RIDGE COMPANY	595965	CORE RETURN #7	(143.67)
THE RIDGE COMPANY	596128	HALOGEN #105	19.99
THE RIDGE COMPANY	596111	HEADLAMP #110	5.33
THE RIDGE COMPANY	595023	RETURN ANTIFREEZE/#6 BRAKE LINE	(12.67)
THE RIDGE COMPANY	595189	#128 - WIPER BLADES/SUPPORTS	67.96
THE RIDGE COMPANY	595249	#128 BALL JOINT - UPPER FRONT	157.38
THE RIDGE COMPANY	595325	#128 - WHEEL NUTS	40.68
THE RIDGE COMPANY	595352	#128 - BALL JOINT LOWER FRONT	29.98
THE RIDGE COMPANY	595590	CABLE TIES	14.33
THE RIDGE COMPANY	595835	#7 - BRAKE PADS (FRONT & REAR)	65.54
THE RIDGE COMPANY	595847	#7 - SEAL	39.19
THE RIDGE COMPANY	595860	#7 - FRONT BRAKE CALIPERS	227.36
UNDERGROUND PIPE & VALVE, INC	1006137	SEWER MATERIAL - AMBULANCE BLDG	2,143.50
US BUSINESS SYSTEMS, INC	IN43694	PRINTER MAINT - POLICE	806.08
US BUSINESS SYSTEMS, INC	IN43693	PRINTER MAINT - UTILITIES	1,256.59
US BUSINESS SYSTEMS, INC	IN43967	PRINTER MAINT - CM/UTILITIES	695.40
VANDERVRIES, EDWARD	12/15/14	ASSESSING SERVICES 01/15	1,775.00
VERIZON WIRELESS	9736040012	TABLET - MONTHLY FEE	144.78
VERIZON WIRELESS	9736029847	MIFI CARD - MONTHLY SUBSCRIPTION	3.76
VERIZON WIRELESS	9736049428	CCWS ITRON FIXED NETWORK	142.00
WASTE MANAGEMENT OF MICHIGAN	8369209-1710-8	DUMPSTERS/TRASH CART 12/14	388.14
WASTE MANAGEMENT OF MICHIGAN	7375030-2529-5	WWTP - SLUDGE DISPOSAL	2,380.00
WATSON'S TREE SERVICE	3120563	STUMP GRINDING	2,115.00
WEST SIDE TRACTOR SALES	U19144	SEAL/OIL FILTER/FILTER ELEMENTS - #150	299.09
WIGGINS, DANIEL	1454344B	MILEAGE - COURT (3 CASES)	9.04
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT 10/24 -	45.00
WILLIAMS-A-1 EXPERT TREE SERVICE	6896	TUB GRINDING COMPOST PILE	3,800.00
YEO & YEO PC	346743	PROFESSIONAL SERVICES RENDERED 11/30/14	2,000.00
ZBATTERY.COM, INC	I167418	EQ MTCE - BATTERIES	23.31
Total:			450,458.74

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83452936	BTL WATER/DEPOSITS	46.00
ACCOUNTING CONSULTANTS, PC	12/15/14	CONSULTING SVC THROUGH 12/15/14	3,397.50
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	10.34
AMERIGAS - HARTFORD 5254	3036214376	PROPANE	564.87
APX, INC	2679	MIRECS - LOAD BASED FEE	56.28
ASC RECEIPTS TRUST	1/05/15	TAX BILL OVERPAYMENT (14-160-100-43900	50.31
AUSRA EQUIPMENT & SUPPLY, INC	RE00153	RENTAL GRAPPLE BUCKET #80	450.00
AUTOZONE	2141396081	BELT #74	11.69
AUTOZONE	2141401015	RETURN BELT #74	(11.69)
BLUE, JAMES	01/07/2015	UB refund for account: 11-1163-3	96.03
BOOTH'S COUNTRY FLORIST	12/05/14	VELVET BOWS & GARLANDS	911.50
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT	60.00
CENTRAL ELEVATOR COMPANY, INC	58479	QUARTERLY ELEVATOR INSPECTION	138.02
CHET NICHOLS, INC	533108	BATTERY (MIGHTY JOE GEN)	34.95
CINTAS LOCATION #336	5002318578	FIRST AID SUPPLIES	26.39
CINTAS LOCATION #336	5002180889	WWTP - FIRST AID KIT	126.05
CITY OF DOWAGIAC	01/08/15	WINTER 2014 TAX BILL - 307 PENNSYLVANIA	202.65
CITY OF DOWAGIAC	01/08/15	2014 WINTER TAX BILL - 231 S FRONT	258.30
CITY OF DOWAGIAC	01/08/15	2014 WINTER TAX BILL - 101 CASS AVE	991.95
CIVIC SYSTEMS, LLC	CVC12369	SEMI-ANNUAL SUPPORT FEE	293.00
COMCAST	8771 40 238	INTERNET SERVICE - CITY HALL	132.31
COMMUNITY ANSWERING SERVICE	262801052015	DISPATCHING SERVICES	173.60
CONESTOGA-ROVERS & ASSOCIATES	515700	NUBOUR INTERM OPERATION, MTCE AND	1,106.50
CREATIVE VINYL SIGNS	27712	RULES & REGULATIONS SIGN	125.00
CREATIVE VINYL SIGNS	28166	TRAIL LOGGING SIGNS	130.00
DORMAN, JEFF & KAREN	01/07/2015	UB refund for account: 10-3266-7	168.59
DOUBLEDAY OFFICE PRODUCTS, INC	159456	DATE STAMP	83.75
DOUBLEDAY OFFICE PRODUCTS, INC	159389I	CALENDAR/PENS	53.17
DRAIN COMMISSIONER	12/15/14	2014 SPECIAL DRAIN ASSESSMENTS	2,928.86
ELAINE DODD	12-19-14	REIMBURSE FOR SEWER RODDING - 215 LESTER	225.00
ELHORN ENGINEERING COMPANY	258820	CCWS CHEMICALS	312.50
EVANS, DAMIEN	01/07/2015	UB refund for account: 08-2183-5	272.83
FIRST ADVANTAGE LNS OCC HEALTH	2502831411	CDL RANDOM DRUG TESTING	49.50
FLEETMatics USA, LLC	IN427422	VEHICLE TRACKING SERVICE	40.00
FLEIS & VANDENBRINK ENGINEERING INC	39211	WWTP DESIGN	6,146.83
FRONTIER	26978201001022145	SNOW BLDG - PHONE SERVICE	168.57
FRONTIER	23118907970401035	PHONE SERVICE 11/20 - 12/19	1,838.93
FRYMAN'S CONSTRUCTION, INC	01/07/15	3RD DRAW - AMBULANCE BLDG (FRAMING	21,000.00
GALLS, INC	002790732	FLAG PATCHES	71.45
GLOBAL TELEMATIC SOLUTIONS, LLC	17335	VEHICLE TRACKING SERVICE	220.00
GRAMES TIRE & BATTERY, INC	3821	WHEEL CHANGE & REPAIR #104	42.95
GRAMES TIRE & BATTERY, INC	3818	WHEEL CHANGE & REPAIR #74	78.95
GREEN, ROBERT	01/07/2015	UB refund for account: 17-1122-1	42.46
GREEN, ROBIN	01/07/2015	UB refund for account: 17-2081-1	80.00
GREG LEDET	12/30/14	BUYBACK OF GRAVE - BLOCK 99 LOT 30	900.00
HAGGIN FORD & MERCURY INC	47779	FUSE #125	3.85
HAGGIN FORD & MERCURY INC	227706	OIL CHANGE - PD #91	35.60
HAGGIN FORD & MERCURY INC	227788	OIL CHANGE - PD #131	46.34
HAGGIN FORD & MERCURY INC	227834	WIPER REPAIR PD 6002	35.86

Vendor		Description	Amount
HALE'S HARDWARE, INC	D73223	COLD WEATHER SUPPLIES	54.79
HALE'S HARDWARE, INC	C100384	SUPPLIES - FD	51.71
HALE'S HARDWARE, INC	C100227	HILL FASTENERS #11 - HOSE REEL SPRING	2.78
HALE'S HARDWARE, INC	C99534	GRILL COVER #7 GENERATOR	24.24
HALE'S HARDWARE, INC	C100276	HEATERS - VILLAMER BOOSTER STATION	42.66
HALE'S HARDWARE, INC	C99055	T-POST (HILL ST R OF W)	30.96
HALE'S HARDWARE, INC	D71136	BREAKER FOR FD240	6.99
HALE'S HARDWARE, INC	C101155	LOCK DE-ICER - BLDGS	8.60
HANES GEO COMPONENTS	64-295406	STRAW BLANKET/PEGS - HILL ST RETENTION	200.00
HANSON BEVERAGE SERVICE	107529	WWTP LAB WATER	31.00
HARDIN, R WAYNE	12/31/14	DEC 2014 BLDG INSPECTIONS	2,963.20
HARDING'S MARKET, INC	6916	SUPPLES - FD	31.88
HARTLINE, BOBBIE JO	12/22/14	REIMBURSEMENT - COUNCIL	58.45
HD SUPPLY POWER SOLUTIONS, LTD	2571119-00	FIXED NETWORK PROJ - RADIO EQUIP	15,700.00
HENRY KROHNE	ORD-877984-37V7CB	ASE RECERTIFICATION REIMBURSEMENT	106.00
HOLOCENE ENVIRONMENTAL LLC	311	GEOPROBE - 310 S FRONT ST	3,925.00
IBEX INSURANCE AGENCY	0036628590	HEALTH INSURANCE PREMIUM-1/1/15 -	56,464.31
INTERNET BUSINESS SOLUTIONS, INC.	15219	MONTHLY WEBSITE MTCE	39.95
JOHN & CURT'S BRAKE & ALIGNMENT	01/02/15	WHEEL BEARINGS PD #121	444.48
JUDD LUMBER COMPANY, INC	1412-631427	LUMBER - PICNIC TABLES REPAIR	65.73
JUDD LUMBER COMPANY, INC	1412-631464	CUATION TAPE - TRAILS/LOGGING	31.96
JUDD LUMBER COMPANY, INC	1501-631669	KEYS (DPS GARAGE)	5.97
JUDD LUMBER COMPANY, INC	1412-630584	CASTER/NUTS/BOLTS	22.46
JUDD LUMBER COMPANY, INC	1412-630905	HEATER - WATER TOWER	41.98
KING, FAITH	01/07/2015	UB refund for account: 08-2232-14	34.70
KOONTZ-WAGNER CONST SERVICES LLC	126568-24	CREW SUPERVISION 11/19 - 12/16	568.00
KOTZ SANGSTER WYSOCKI PC	241813	LEGAL SERVICES	2,100.00
LAGROW, CINDY	01/08/15	ECONOMIC DEVELOPMENT SERVICES NOVEMBER	3,466.33
LAKE SHORE INDUSTRIES, INC	B19329	SIGN BRACKET	64.23
LAKELAND HEALTHCARE	DEC14	CDL PHYSICALS	170.83
LEADER PUBLICATIONS, INC	104207	HS SPORTS AD	90.00
LEADER PUBLICATIONS, INC	104204	MISC PUBLICATIONS	219.00
LINDA PRESTON	01/06/15	PARTIAL PAYMENT FOR FACADE INCENTIVE	1,000.00
LUBOVICH, MICK	01/07/2015	UB refund for account: 08-2195-6	44.19
MACON, BRENDA	01/07/2015	UB refund for account: 14-2834-20	134.60
MAXIMUM FIRE PROTECTION	2237	RECHARGE FIRE EXT (DPS GARAGE)	40.00
MERRILL EXCAVATING	2247	DEMOLISH 311 GROVE	4,450.00
MICHIGAN RURAL WATER ASSOCIATION	12/23/14	HANDS-ON-RATE STUDY WORKSHOP	695.00
MIDWEST ENERGY	3503301	CCWS-WELL HOUSES	1,406.07
NRPC-AMTRAK	036304	GRADE XING MTCE FEE-HIGH/PARK/PR RONDE	6,912.00
OSCAR AZEVEDO	2-14	SVCS RENDERED PER CONTRACT	2,499.99
PARAGON LABORATORIES, INC	42078-83650	SECURIT TESTING	360.00
PARAGON LABORATORIES, INC	42078-83606	NPDES REG'D TESTING - WWTP	88.00
PEARCE, BRANDEN	01/07/2015	UB refund for account: 09-1289-8	54.51
PERKINS JR, MARK C	01/07/2015	UB refund for account: 02-3358-6	76.52
PETTY CASH	12/29/14	PETTY CASH - POLICE INFORMANT PAYMENTS	500.00
PHILLIPSON, VICKIE	12/29/14	MILEAGE REIMBURSEMENT - MAY 16, 2014 -	243.04
POMPEY, MARJORIE	01/07/2015	UB refund for account: 01-0224-3	49.19
POSTMASTER	01/08/15	PO BOX 430 SERVICE FEE	272.00

Vendor		Description	Amount
POWER LINE SUPPLY, INC	5889859	40' MEASURING STICK	439.00
POWER LINE SUPPLY, INC	5888772	SAFETY APPAREL - HAT	20.00
POWER LINE SUPPLY, INC	5887618	LAMPS/METER SOCKETS/CONNECTORS - STOCK	503.15
POWER LINE SUPPLY, INC	5887765	SAFETY APPAREL - HAT	20.00
POWER LINE SUPPLY, INC	5887766	SAFETY APPAREL - HAT	20.00
POWER LINE SUPPLY, INC	5887976	HOOKS	33.50
POWER LINE SUPPLY, INC	5888073	SAFETY APPAREL - SWEATSHIRT	106.50
PRAIRIE RONDE REALTY	2817	JAN 2015 RENT-DART	150.00
PREFERRED PRINTING, INC	27742	CHRISTMAS CARDS	271.80
PREFERRED PRINTING, INC	27745	BUSINESS CARDS - DEPT	34.50
PRIORITY COMPUTER SERVICES, INC	202413	REPLACED FAILED BACKUP APPLIANCE	2,967.00
PRIORITY COMPUTER SERVICES, INC	202419	ANTIVIRUS RENEWAL	780.00
QT TECHNOLOGIES, LLC	53229	REPLACEMENT FUEL SYSTEM CARDS	17.67
QUILL CORPORATION	8582589	OFFICE SUPPLIES	80.43
RASMUSSEN, SARA	01/07/2015	UB refund for account: 14-2833-5	112.65
REAL PRO SOLUTIONS, LLC	SP253	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP254	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP251	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP252	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP249	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP250	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REED, CATHERINE	01/07/2015	UB refund for account: 07-2368-3	86.53
RUTKOWSKA, JASON	2911323858	CELL PHONE REIMBURSEMENT 11/10 -	60.00
SCHAEFER, ELIZABETH	01/07/2015	UB refund for account: 12-1556-4	55.96
SCHELL, AMY	01/07/2015	UB refund for account: 16-0843-5	102.53
SCHILLING'S WASH & WAX	19	CAR WASH-PD 6001	8.00
SEARS	5405 5340 0802	SHOP VAC HOSE & FILTER/SAW	76.98
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC - 11/12 - 12/15/14	12.81
SILVER CREEK TOWNSHIP	01/08/15	WINTER 2014 TAX BILL	1,526.26
SIMPSON, KEN	12/30/14	CITY ELECTRICAL INSP DEC 2014	595.80
SMITHGROUP JJR	0106302	ECON DEV CONTR. SERVICES	10,167.69
SMOKE VISION CARE	24273974	REQUIRED CDL EYE EXAM	210.00
SPARKS, CASSIE	01/07/2015	UB refund for account: 02-1423-8	4.19
STATE OF MICHIGAN-MDEQ	901958	BIOSOLIDS LAND APP FEE	3,340.00
STATE OF MICHIGAN-MDOT	AP 372728	LOCAL PROG BILL #3 - MIDDLE CROSSING	8,613.00
STATE OF MICHIGAN-MDOT	SE 372642	TRAFFIC SIGNAL ENERGY	144.73
THE RIDGE COMPANY	596848	WIPER BLADE #107	13.38
THE RIDGE COMPANY	597378	AIR & FUEL FILTER/PUSH BT/TOGGLE	19.22
THE RIDGE COMPANY	598290	FUEL FILTER #104	16.20
THE RIDGE COMPANY	598242	COUPLER/THREADED SEAL	10.00
THE RIDGE COMPANY	598016	RADIATOR CAPS (C-6 SISTER LAKES)	4.99
THE RIDGE COMPANY	597943	CARB CHOKE CLNR (#2-80)	5.18
THE RIDGE COMPANY	597936	SNOWPLOW LAMP (#2-80)	115.00
THE RIDGE COMPANY	597865	GASKET/AIR & OIL FILTERS #2-80	12.41
THE RIDGE COMPANY	597914	CAP #106	10.82
THE RIDGE COMPANY	597669	SPARK PLUGS - CHAIN & STRING TRIMMER	17.32
THE RIDGE COMPANY	598568	BATTERY (FD280) & SUPPLIES	172.08
THE RIDGE COMPANY	598461	LIGHT BULB FD221	8.99
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 11/19 -	60.00

Vendor		Description	Amount
TRANSPORTATION MANAGEMENT, INC.	12/31/14	DART #110/#220 ANNUAL INSPECTIONS	592.80
TRUE'S SERVICE, INC	126736	I-BEAM REPAIR - WWTP	150.00
TYRAKOWSKI, CHESTER L	01/07/2015	UB refund for account: 16-1840-2	134.78
UNDERGROUND PIPE & VALVE, INC	7001445	EXTENDED SHUT-OFF KEY	73.41
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001 0	LIFE INSURANCE JAN 2015	1,066.56
US 31 SUPPLY, INC	T269437	LAMPS - RIVERSIDE CEMETERY VAULT	239.76
USA BLUEBOOK	511969	THANK SLUDGE LEVEL GAUGE	110.35
VEOLIA ES TECHNICAL SOLUTIONS LLC	EW763862	BATTERY & LAMP RECYCLE PACKS	125.65
VERIZON WIRELESS	9737565595	CELL PHONES	715.34
VERIZON WIRELESS	9737767575	CCWS - ITRON FIXED NETWORK	100.04
VERIZON WIRELESS	9737758205	TABLET - MONTHLY FEE	144.78
VERIZON WIRELESS	9737747830	MIFI CARD - MONTHLY SUBSCRIPTION (ELEC	373.38
WASTE MANAGEMENT OF MICHIGAN	7379675-2529-3	WWTP - SLUDGE DISPOSAL	3,569.00
WATSON'S TREE SERVICE	3120594	OH LINE CLEARANCE	4,850.00
WAYNE TOWNSHIP	01/08/15	WINTER 2014 TAX BILL	4,185.18
WEST SHORE FIRE REPAIR, INC	8909	ANNUAL INSPECTION/MAINT OF AIR PACKS	91.20
WEST SHORE FIRE REPAIR, INC	8886	ANNUAL SERVICE/INSPECTION OF AIR PACKS	1,076.90
WEST SIDE TRACTOR SALES	U19342	FILTER ELEMENT #150	44.34
WEST SIDE TRACTOR SALES	U19495	CUTTING EDGE/BOLT #150	383.50
WIGHTMAN & ASSOCIATES, INC	48746	RUSSOM FIELD DRAINAGE REVIEW	684.00
WIGHTMAN & ASSOCIATES, INC	48733	ENG SVCS - AMB BLDG/CAUA/CH GEN/PKG LOT	1,270.00
WIGHTMAN & ASSOCIATES, INC	48745	ELKS TRAIL	1,000.00
YVONNE YOUNG	12/30/14	REIMBURSE FOR SEWER RODDING AT 109 JAMES	225.00
YVONNE YOUNG	12/30/14	CAMERA INSPECT SEWER MAIN 109 JAMES	150.00
ZBATTERY.COM, INC	I167512	PACK LIGHT MTCE	50.28
ZBATTERY.COM, INC	S356589	CAMERA BATTERIES	67.09
Total:			203,010.45

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution;  
seconded by Councilmember \_\_\_\_\_.

**WHEREAS**, the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose to consider the purchase or lease of real property up to the time an option to purchase or lease that property is obtained; and

**WHEREAS**, the Mayor and City Council desire to meet with the City Manager to discuss the purchase of real property.

**NOW, THEREFORE, BE IT RESOLVED** the City Council will hereby adjourn to closed session to discuss the purchase of real property.

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk