

3/31/93

A G R E E M E N T  
BETWEEN  
CITY OF GLADSTONE  
AND  
TEAMSTERS LOCAL NO. 328

EFFECTIVE: 4-1-90 THRU 3-31-93

*Gladstone, City of*

May 30, 1990

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
1 RECOGNITION, SECURITY AND UNION DEDUCTIONS.....	1
2 RIGHT TO MANAGE.....	3
3 SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE MILITARY LEAVE.....	4
4 SENIORITY.....	6
5 GRIEVANCE AND ARBITRATION.....	8
6 DISCIPLINARY ACTION.....	10
7 DEPARTMENTS, WAGE RATES AND CLASSIFICATIONS.....	10
8 HOLIDAYS.....	10
9 VACATIONS.....	11
10 HOURS OF WORK, OVERTIME AND PREMIUM PAY.....	12
11 HOSPITALIZATION - MAJOR MEDICAL, DENTAL INSURANCE AND LIFE INSURANCE.....	13
12 WORKERS' COMPENSATION.....	14
13 LONGEVITY PAY.....	15
14 RETIREMENT.....	15
15 WORKING SUPERVISORS.....	15
16 UNIFORMS AND PROTECTIVE CLOTHING.....	16
17 GENERAL.....	16
18 TERM OF AGREEMENT.....	17
SCHEDULE "A" - SCHEDULE OF WORK, CLASSIFICATIONS AND PAY SCALE.....	19
SCHEDULE "B" - RESIDENCY REQUIREMENT.....	21

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of April, 1990, by and between the CITY OF GLADSTONE, hereinafter referred to as the "Employer, and TEAMSTERS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

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

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

### ARTICLE 1

#### RECOGNITION, SECURITY AND UNION DEDUCTIONS

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of permanent employees covered by this Agreement and listed in the attached Schedule "A", under Public Works, Electrical Department and Water & Wastewater Departments.

SECTION 1 (A): Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (Known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all permanent employees of the Employer included in the bargaining units as described and set forth in Schedule "A".

SECTION 2: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

SECTION 2 (a): Any permanent employee who is not a Union member and who does not make application for membership, shall as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Permanent employees who fail to comply with this requirement on the thirty-first (31st) day following the effective date of this Agreement, or on the thirty-first (31st) day following the beginning of their permanent employment, whichever occurs first, thereby indicate that they no longer desire employment with the City and will henceforth be separated from the City service.

SECTION 2 (b): Seasonal Employees - It is understood and agreed that the Employer employs a number of seasonal employees from time to time to work on a temporary basis. The parties agree that these seasonal employees shall not be covered by the terms of this Agreement and shall not be obligated to pay Union dues or fees during the time of their employment by the Employer. To be considered seasonal employees, the said employees must work no more than twenty (20) work weeks for the City during any one calendar year. This Section shall in no way have the effect of displacing regular employees, nor shall seasonal help be employed when regular employees are on layoff.

SECTION 2 (c): New permanent employees shall be considered probationary employees for a period of not less than three (3) months from their date of permanent employment. Such an employee may be terminated at any time during the trial period by the City without the right of appeal or hearing.

SECTION 3: If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be renegotiated to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

SECTION 4: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of Local Union No. 328, and pay such amount deducted to said Local Union No. 328, provided, however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Local Union, and the Union further agrees to assume full responsibility and save harmless the City on any issue arising from the deductions contained in this Section.

SECTION 5: The Employer agrees to deduct from the pay of any employee subject to this Agreement an amount stated by the employee for purposes of a contribution to a PAC created by, related to or affiliated with the Teamsters Union. Such deduc-

tions shall be made only if the following conditions are met:

- (a) The employee's participation is voluntary and is acknowledged to be voluntary by the employee;
- (b) The employee and the Union authorize the deduction in writing;
- (c) The Union indemnifies the City from any claims resulting from the deduction; and
- (d) The authorization is irrevocable for a period of twelve (12) months.

## ARTICLE 2

### RIGHT TO MANAGE

SECTION 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserves to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material, or methods of operation;
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- (c) To subcontract or purchase any or all work, process or services, or the construction of new facilities or the improvement of existing facilities;
- (d) To determine the number, location and type of facilities and installations;
- (e) To determine the size of the work force and increase or decrease its size.

- (f) to hire, assign and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day, to set hours of employment and to set times during the work day of all shifts.
- (g) To direct the work force, assign work, and determine the number of employees assigned to operations;
- (h) To establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classifications; provided that, in the exercise of all of these prerogatives the City shall not violate the provisions of this Agreement.

### ARTICLE 3

#### SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE

SECTION 1 - SICK LEAVE: (a) Sick leave will be accrued at the rate of twelve (12) days per year. Sick leave may be accrued to a maximum accumulation of nine hundred sixty (960) hours.

(b) Employees who terminate City Employment (except voluntary quits, or being discharged) shall be paid twenty-five percent (25%) of their accumulated sick leave in cash on their final paycheck.

(c) It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted. All employees shall be required to fill out sick leave forms supplied by the Employer, after they have returned to work.

(d) An employee who has not served a full year between the time of entering the City service and the anniversary date for sick leave, which is April 1, of each year, shall be entitled to sick leave for the portion of the year worked, but may not take such leave until after he has served six (6) months. (May take only accrued time).

(e) Each department head will be responsible for approving sick leave, and he may do so only for valid reasons, and after an employee informs him of his intention not to report for work. Unless the employee is hospitalized, he will be responsible for notifying the department head of his intended absence each day of his absence, even when such absences are consecutive.

(f) The department head responsible for approving sick leave may require a doctor's examination for the employee(s) requesting the sick leave, and if the illness is verified by the City Doctor, the City will assume the cost of the physical. If the City Doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave. If an employee refuses to undergo examination as provided for in this subsection, the employee will report for duty or be taken off sick leave.

(g) All employees in the Water and Waste Water Departments, within thirty (30) days after employment, shall receive tetanus, polio, and typhoid shots at the expense of the City.

(h) Employees covered by this Agreement, who have accumulated the maximum amount of sick leave possible (under the terms of this Agreement - 960 hours), as of March 31st of each year, shall be eligible to receive forty (40) hours of leave with pay, or in the alternative, to work and to receive forty (40) hours of extra pay (at the employee's normal, regular hourly rate). If an employee chooses to take the time off, he may do so only at a time designated by the City Manager during the following fiscal year of the City. Such additional time off or pay shall be deducted from the employee's accumulated sick leave.

(i) In the event of an off-duty or non-work related illness, the employee shall utilize any accumulated sick leave consecutively during the employee's absence from duty until all accumulated sick leave shall be exhausted. Thereafter, the employee shall be deemed absent from work with permission consistent with this Agreement and past practice, but such absence shall not be deemed an excused absence under the Holiday section.

**SECTION 2 - FUNERAL LEAVE:** (a) Emergency leave will be granted in the event of a death in the immediate family for days which fall within the scheduled work week as follows:

Three (3) consecutive days emergency leave will be granted in the case of death of the spouse, mother, father, or children of the employee, or in the case of the death of mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild of the employee.

The three (3) consecutive days shall begin with the date of death and shall end on the date of the funeral. The employee must attend the funeral to receive this benefit. In the discretion of the City, appropriate adjustments in individual cases may be made to fulfill the intent of this provision.

LEAVE OF ABSENCE: (a) Leave of absence without pay may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner for the necessity of the request for a leave of absence.

#### ARTICLE 4

#### SENIORITY

SECTION 1. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer beginning with the date and hour on which the employee began to work after last being hired, including paid sick time, time off compensable by Worker's Compensation, time off due to service in the Armed Forces of the United States, and other authorized paid time off.

SECTION 2. New Permanent employees will be considered probationary employees for a period of not less than three (3) months from the date of initial, continuous, full-time employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing. During this probationary period, the employee will not be a Union member.

SECTION 3. Seniority shall be on a departmental basis for the purpose of departmental advancement and the Employer will post departmental seniority lists annually.

SECTION 4. In the event of layoff in any department, employees shall be laid off in inverse order of seniority, the employee in the department with the least seniority being the first laid off. Recall shall be on the basis of seniority, the last man laid off to be the first recalled.

Laid off employees may displace a less senior employee in the following classifications:

- Public Works Department - Miscellaneous Equipment & Labor
- Electrical Department - Meter Reader

Employees desiring to transfer to a job opening in another City department must indicate a desire to do so within five (5) working days from the time the layoff occurs. Notification in writing must be presented to the City Manager.

SECTION 5. Laid off employees will remain on the seniority lists for a period of two (2) years, and shall be given a written notice of recall to their last registered address with the City.

SECTION 6. (a) City employees desiring to transfer from one City department to another shall be allowed to do so, but only after the employees in the department in which the vacancy occurs have had the opportunity, in order of seniority, to fill the position; and that the employee desiring such a transfer applies to the City Manager within five (5) working days from the time the position is posted by the City Manager as being open. Vacancies will be filled within fifteen (15) days of such posting.

Employees seeking such inter-departmental transfers must:

1. Possess any license, permit, or certificate necessary to perform the job which he is seeking; or evidence sufficient skill, training and aptitude to qualify for such licenses, permits or certificates within a reasonable period of time.
2. Must display by experience, prior training or testing results, an aptitude for the position for which he is applying.
3. An employee seeking an inter-departmental transfer must also pass a physical examination by the City physician if such exam is requested by the City.

(b) Employees who successfully complete the requirements for inter-departmental transfers shall be placed on a thirty (30) day probationary period in their new position, and, if the City determines the employee, after the thirty (30) day trial period, is unqualified to hold that position, the employee shall be returned to his former position with no loss of seniority.

SECTION 7. Employees shall lose their seniority for the following reasons:

1. He voluntarily quits;
2. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement;
3. He is absent for two (2) working days without notifying the Employer. The Employer shall send written notice to the employee at his last known address that he has lost his seniority, and that his employment has been terminated.

4. He does not return to work within ten (10) days of the mailing of written notice of recall by the Employer to the employee's last known address by Certified Mail.

SECTION 8. An employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work.

SECTION 9. In selecting employees for promotions three (3) factors shall be considered with percentage weight being as follows:

Test	-	33-1/3%
Seniority	-	33-1/3%
Performance	-	33-1/3%

Employees shall be given a three (3) month trial period on such new job, and shall reserve the right to return to their former position at the end, or during such three (3) months.

SECTION 10. If the promoted employee elects to return to the unit, or if the employee is required to return to the former position by a reduction in force within one-hundred twenty (120) days of the promotion, the employee shall return to the unit position without loss of seniority and with seniority accumulated during the one-hundred twenty (120) day period. Thereafter, an employee promoted to a supervisory position outside the unit may return to the unit by reason of a reduction in force, for reasons of health or for other non-voluntary reason, but the employee shall not accumulate seniority during the time the employee occupied the supervisory non-unit position. The employee will retain all seniority accumulated at the time of promotion.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION

SECTION 1. In the event a dispute arises during the term of this Agreement, it shall be handled under the following procedure:

- STEP 1: Between the employee and his immediate supervisor, and/or the employees' steward if such employee so elects, within five (5) days of the alleged dispute.

STEP 2: Between the Business Agent and the City Manager within five (5) days of the Step 1 meeting.

SECTION 2. (a) In the event that satisfactory adjustment cannot be reached within ten (10) days of the Step 2 deadline between the parties to this Agreement, the matter in dispute shall be submitted to a Board of Arbitration which shall consist of three (3) members and be selected in the following manner:

Each party to this Agreement shall select one (1) member of the Board of Arbitration within five (5) days after failure to settle the question or questions in dispute. The third member of the Board of Arbitration shall be selected by the first two members. If the two (2) selected arbitrators cannot select a third member of the Board, then the third member shall be appointed by the Michigan Employment Relations Commission. Each party shall bear the expense of its representative. The expense of arbitration shall be equally divided between the Union and the City. There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of a majority of the arbitrators shall be final and binding and a decision reached within sixty (60) days of the appointment of the full Board of Arbitration.

By agreement, the parties may jointly select a single arbitrator instead of the use of a Board of Arbitration. The single arbitrator shall have the same powers, responsibilities and limitations as the Board of Arbitration.

(b) The Board of Arbitration shall have no power to add to, or subtract from or modify any of the terms of this Agreement.

(c) Grievances with respect to matters of transfer, promotion, demotion, discipline, layoffs, or discharges shall be presented to the City in writing within ten (10) days from the date of such transfer, promotion, demotion, discipline, layoff or discharge.

(d) The Employer may bring issues before the Board of Arbitration, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.

(e) Under no circumstances will services be stopped, slowed or otherwise impaired while the above procedures are underway.

(f) All grievances must be submitted in writing within five (5) days from the date it becomes reasonably evident a dispute exists.

(g) A grievance must be related to a dispute about actual terms of this Agreement.

## ARTICLE 6

### DISCIPLINARY ACTION

SECTION 1. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge shall include, but not be limited to drunkenness or drinking on the job, dishonesty, unreported absence from work of two (2) days, careless use or abuse of City property, failure to report for a physical exam when so ordered by the Employer during claimed sick leave, willful or wanton or grossly negligent misperformance of duties, incompetence or insubordination.

SECTION 2. In the event the discharged employee feels that he has been unjustly dealt with, said employee or the Union, shall have the right to file a complaint with the Employer, which must be in writing, and which must be submitted to the Employer as required by the grievance procedures of this Agreement. Said complaint will be treated as a grievance and shall be subject to the grievance procedure herein provided. If no complaint is filed within the time limit specified in the grievance procedure, then said discharge shall be deemed to be final in all events.

## ARTICLE 7

### DEPARTMENTS, WAGE RATES AND CLASSIFICATIONS

SECTION 1. Schedule "A" attached hereto and made a part of this Agreement, is a schedule showing the departments, wage rates and classifications.

## ARTICLE 8

### HOLIDAYS

SECTION 1 - HOLIDAYS DEFINED: Full holiday when used herein, shall mean a full twenty-four (24) hours commencing at 12:00 midnight on the eve of the holiday and ending at 12:00 midnight on the night of the holiday.

SECTION 2 - CONDITIONS FOR GRANTING PAY ON HOLIDAYS: Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday; providing, however, that if either of these two days is vacation time, sick leave or an excused absence, it shall be accepted.

All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

SECTION 3 - THE FOLLOWING HOLIDAYS WILL BE RECOGNIZED:

(a) Day before New Years Day (December 31st); New Years Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Day of December 24th and Christmas Day.

(b) If a holiday falls on a non-working day, the employees shall celebrate the holiday on the day which falls on the closest working day to the holiday.

(c) Employees working holidays will be compensated as follows:

SECTION 4 - WORK DURING REGULAR SHIFTS: - Base rate x 1-1/2 for hours worked, plus eight (8) hours holiday pay for full holiday.

SECTION 5 - WORK OTHER THAN DURING REGULAR SHIFT HOURS: Rate - Base rate x 1-1/2 x hours worked.

ARTICLE 9

VACATIONS

SECTION 1. Vacation leave with pay will be granted to all permanent full-time employees who have completed one (1) year of service on April 1st of each year.

SECTION 2. Part years of service shall be pro-rated for the first year.

SECTION 3. Vacation schedules are subject to the approval of the department head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.

SECTION 4. Vacations will be granted on the following schedule:

	<u>VACATION TO BE PAID</u>
1st Anniversary Date	(1) wk. with full pay
2nd thru 7th Anniversary Dates	(2) wks. with full pay
8th thru 13th Anniversary Dates	(3) wks. with full pay
14th thru 19th Anniversary Dates	(4) wks. with full pay
20th Anniversary and thereafter	(5) wks. with full pay

(VACATIONS CREDITED ON APRIL 1ST EACH YEAR)

SECTION 5. Any employee requesting vacation leave will apply at least forty-eight (48) hours in advance, except for particular periods of time when the department head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.

SECTION 6. Seniority along with departmental personnel needs will be the determining factors in apportioning vacation.

SECTION 7. Pre-approved vacation schedules (See Section f) will be declared closed on specific dates as advertised by the department head and will no longer be subject to change because of seniority; however, such permission may be revoked by the department head when departmental needs dictate such action.

SECTION 8. Employees terminating their City employment will be entitled to pay of the unused and accrued portion of their vacation leave to the last date of their employment. The last date of City employment is declared to be the last date on which an employee worked a full shift.

SECTION 9. All employees are required to take their allotted vacations each year, unless permission to the contrary is granted by the City Manager.

## ARTICLE 10

### HOURS OF WORK, OVERTIME AND PREMIUM PAY

SECTION 1. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.

SECTION 2. Time and one-half (1-1/2) the regular hourly rate shall be paid for all hours worked in excess of the employees regularly scheduled work week.

SECTION 3. The hours of work and specific shift assignments will be determined by the department head, except the part-time or seasonal help shall not be assigned to work when regular employees are not working.

SECTION 4 - SHIFT PREMIUM: Employees working on regularly scheduled second and third shifts shall receive shift premium pay in the amount of fifteen cents (\$.15) per hour for the second shift (3:00 P.M. to 11:00 P. M., or 4:00 P.M. to Midnight) and shall receive shift premium in the amount of twenty cents (\$.20) per hour for the third shift (11:00 P.M. to 7:00 A.M., or Midnight to 8:00 P.M.). Employees working on a shift starting in between those hours (8:00 P.M. to 4:00 A.M., etc.) shall receive fifteen cents (\$.15) per hour for all regularly scheduled hours before midnight and twenty cents (\$.20) per hour for all hours after midnight.

SECTION 5. An employee who responds to a call back to duty after having been released from the regular day's work, or on days other than his scheduled work days, and who works less than one hour, shall be paid for two (2) hours at the straight time hourly rate.

Call back to duty will be by the City Manager or the employee's department head.

SECTION 6. Employees called in to work on the day which a holiday falls will be paid a minimum of two (2) hours at the holiday rate for responding to calls, and the provisions in paragraph (e) of this Article shall govern in respect to the guarantee. Call back to duty will be by the City Manager or the employee's department head.

SECTION 7. Employees working on a regularly scheduled Sunday shift shall be paid at the rate of time and one-half (1-1/2) for Sunday work.

SECTION 8. Employees shall receive two fifteen (15) minute breaks each work day, which shall be allowed at the direction of the City Manager.

SECTION 9. Regular garbage personnel shall receive available overtime on garbage routes, and if additional personnel are required, assignment of overtime shall be first to laborers in the Department of Public Works before assignment to other classifications or departments.

#### ARTICLE 11

#### HOSPITALIZATION - MAJOR MEDICAL, DENTAL INSURANCE & LIFE INSURANCE

SECTION 1. The Employer agrees to pay the full current premium of the hospitalization, medical, major medical and dental insurance, as of April 1, 1990; April 1, 1991 and April 1, 1992.

SECTION 2. The Employer agrees to pay the full current premium of one hundred eighty-six dollars and thirty-five cents (\$186.35) per month to the Wisconsin Area Health Fund for their A-1 medical plan (which includes \$10,000 Life & AD&D insurance on the member and \$1,000/\$100-\$500 life insurance on the dependent) and nine dollars and fifty-three cents (\$9.53) for the Prescription Drug Benefits for each member covered under the bargaining agreement.

SECTION 3. On the anniversary date of this contract, namely, April 1, 1991, if necessitated by inflated medical cost in their high loss experience, the Wisconsin Area Health Fund may increase the contribution required up to, but not to exceed ten dollars (\$10.00) per month for each employee covered by the Health Benefits provided by the Fund, and each year thereafter, for the duration of the contract, may increase the monthly contribution for each such employee up to, but not to exceed ten dollars (\$10.00). The exact increase will be resolved by the Trustees of Wisconsin Area Health Fund, but only in accordance with the amount needed to maintain the same level of benefits, and that increased amount shall constitute compliance with the terms of this Contract.

## ARTICLE 12

### WORKERS' COMPENSATION

SECTION 1. All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Workers' Compensation Act, subject to the limitations in sub-section (b), the City shall pay the regular salary of the injured employee less the legal rate of compensation provided in the Workers' Compensation Act.

SECTION 2. Such additional payment shall be known as Supplementary Workers' Compensation. It shall apply:

1. From the date of injury and continue during the period incapacity, but not to exceed more than six (6) months of payment for any one personal injury.

It shall not apply:

1. In partial incapacity cases when an employee refuses to accept limited duties after certification for such duties by a physician.
2. When an employee terminates, through death, retirement or other reason.
3. When injury results from the employee's misconduct or negligence.

4. When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.

SECTION 3. The provisions of Section (a) and Section (b) are subject to the legal limitations as provided for in the Michigan Worker's Compensation Act as well as the City's authority to continue as a self-insured employer under Michigan Law.

SECTION 4. The employees entitled to benefits under this subsection shall tender his Workers' Compensation check to the City, endorse the check over to the City, and deliver the check to the City in return for the payment of wages due him during his regular scheduled work week.

SECTION 5. In order to qualify for the additional payment provided above, the employee shall give notice to the City of the injury within forty-eight (48) hours of the occurrence.

### ARTICLE 13

#### LONGEVITY PAY

SECTION 1. After completing one (1) full year of service as of November 1st, each employee shall receive annually on the pay day closest to December 1st, longevity pay computed as follows:

#### YEARS OF SERVICE

After 1 year as of Nov. 1st	-	\$50.00
After 6 years	-	\$95.00
After 12 years	-	\$170.00
After 18 years	-	\$245.00
After 24 years	-	\$320.00

### ARTICLE 14

#### RETIREMENT

SECTION 1. The City agrees to pay the full cost of the Michigan Municipal Employees Retirement System Benefit B-1 for each employee covered by the labor agreement. Effective January 1, 1992, the plan will be upgraded to C-2, B-1 Base.

### ARTICLE 15

#### WORKING SUPERVISORS

SECTION 1. It is not the intention of the Employer to

deprive any employee of work by assigning extra additional work or duties to a foreman or supervisors. However, it is understood and agreed by the Employer and the Union that certain supervisors and foreman of the Employer have been performing all of the regular duties that are currently performed by their subordinates. Such a performance of these duties is necessitated by the size of the Employer and by the nature and extent of the duties and departments of the Employer. It is understood and agreed that the following supervisors and foreman can continue to perform all of the duties that they are now performing and that are performed by their subordinates; supervisor of the water sewage plants; supervisor of the electrical department; and the foreman of public works.

#### ARTICLE 16

##### UNIFORMS AND PROTECTIVE CLOTHING

SECTION 1. The Employer agrees to furnish and maintain the required uniforms and protective clothing for their employees as they are currently furnished and maintained.

#### ARTICLE 17

##### GENERAL

SECTION 1. Employees leaving work for personal reasons, such as for a doctor or dental appointment, shall not be paid for any time absent from his job duties with the City; and said employee must secure written permission from the department head a minimum of twenty-four (24) hours preceding any such appointment. If an employee's department head grants permission for the employee to make such an appointment, the employee may be paid if he (she) deducts the time absent from his (her) job duties from the amount of the employee's accrued sick leave.

SECTION 2 - VOLUNTEER FIREMEN: This Agreement specifically does not cover volunteer firemen, whether they be regular employees of the City or not. If any regular employee of the City is working as a volunteer fireman, he shall be considered solely a volunteer fireman, and shall not be entitled to benefits in his regular capacity with the City while he is working as a volunteer fireman.

SECTION 3 - OTHER WORK BY CITY EMPLOYEES: Any employee seeking part-time work with another department of the Employer shall apply therefore to the City Manager.

SECTION 4. There shall be no strike or lock-out during the term of this Agreement.

SECTION 5. Employees called on to perform temporary work in a higher classification shall receive the higher rate of pay for all time so worked. An employee performing temporary work in a lower classification shall continue to receive his regular rate of pay. This clause shall not apply to job demotions.

SECTION 6. The work week and work days in "Schedule "A" are subject to the provisions of ARTICLE 2 of this Agreement.

SECTION 7. Generally the employees will be given one (1) hour off for lunch unpaid, although at the discretion of the supervisor, that may be adjusted for an extended period or temporarily to provide an unpaid lunch break of one-half (1/2) hour, depending upon the requirements of the department.

## ARTICLE 18

### TERM OF THIS AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from April 1, 1990 and shall continue in full force and effect until midnight March 31, 1993, and for successive annual periods thereafter, unless not more than one hundred twenty (120), but a least ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

SECTION 2. The Union shall, at the time it notified the Employer by written notice, that it desires termination, revision, modification, alteration, negotiation, change or amendment or any combination thereof of this Agreement, submit in writing to the Employer, any and all of its suggested revisions, modifications, alterations, changes or amendments to this Agreement. In the event that the Union shall fail to submit in writing the items enumerated above when it shall be required to do so under this Article, then the parties covenant and agree that the notice of the termination, revision, modification, alteration, renegotiation, change or amendment served by the Union upon the Employer shall be null and void and of no force and effect whatsoever, and the present contract shall continue for a like term.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) work days following the receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_.

CITY OF GLADSTONE, MICHIGAN

BY

Leslie Ruohomaki

Howard W. Kerton

6-11-90

DATE

TEAMSTERS & CHAUFFEURS UNION  
LOCAL NO. 328

Howard Bond

Clifford E. Beyer

5-31-90

DATE

SCHEDULE "A"

SCHEDULE OF WORK, CLASSIFICATIONS AND PAY SCALES

PUBLIC WORKS DEPARTMENT: The normal work week and work day shall be five (5) eight (8) hour days, Monday through Friday, between the hours of 7:00 A.M. and 4:00 P.M. during the summer season, (summer season is defined as the period from June 1 through September). In the months other than the summer season, the normal work day shall commence at 8:00 A.M. and end at 5:00 P. M.

	<u>HOURLY RATES EFFECTIVE</u>		
	<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
<u>HEAVY EQUIPMENT OPERATORS:</u> Cranes, bulldozers, large front end loaders, graders, and small back-hoe:	\$10.18	\$10.59	\$10.91
<u>LIGHT EQUIPMENT OPERATORS:</u> Trucks with V-plows, underbody scrapers, scrapers, and street sweepers:	\$9.90	\$10.30	\$10.61
<u>MISCELLANEOUS EQUIPMENT &amp; LABORERS:</u> Single axle trucks, mowers, hand tools, dump trucks, and other motor-driven equipment:	\$9.54	\$9.92	\$10.22
<u>SHOP PERSONNEL:</u> Head Mechanic:	\$10.37	\$10.78	\$11.10
Mechanic:	\$10.26	\$10.67	\$10.99

ELECTRICAL DEPARTMENT: The work week and work day for the Electrical Department shall be the same as the Public Works Department.

Meter Reader:	\$10.23	\$10.64	\$10.96
Journeyman Lineman:	\$11.13	\$11.58	\$11.93
Apprentice Lineman:			

1st Year - 85% of Journeyman Lineman Rate

2nd Year - 90% of Journeyman Lineman Rate

3rd Year - 95% of Journeyman lineman Rate

4th Year and thereafter - Journeyman Lineman Rate

In the event a vacancy in the Lineman classification is filled by the person employed as the meter reader, he or she shall receive the applicable lineman's rate or the meter reader rate, whichever is greater.

WATER AND WASTE WATER DEPARTMENT: The work week and work day in the Water and Wastewater Departments shall be as scheduled, including shifts and weekends.

	<u>HOURLY RATE EFFECTIVE</u>		
	<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
Water and Sewage Operator	\$9.90	\$10.30	\$10.61

An additional five cents (\$.05) per hour shall be paid to an employee for each additional license achieved up to two (2) licenses.

In addition to adjusting the wage rates, the provision for license premium should be adjusted by providing the following:

F4	.05
F3	.10
F2	.20
D	.05
C	.10
B	.20

The license premium shall be paid at the stated rate for each hour worked, but it shall not be multiplied and is not subject to overtime or holiday pay premium.

SCHEDULE "B"

RESIDENCY REQUIREMENT

Each employee under the terms and provisions of this Agreement shall, as a condition of employment, be a resident of the City of Gladstone, and such employee shall maintain his or her place of residency within the corporate limits of the City of Gladstone. Residency shall be construed as the actual domicile of the individual, being the place where he or she eats, sleeps and maintains normal personal and household effects.

Newly hired individuals need not immediately be a resident of the City, but shall become a resident of the City within ninety (90) days from the date of hire.

Failure of an employee to maintain his residency within the City of Gladstone, and the failure of a newly hired employee to become a resident within ninety (90) days, as herein provided, shall be grounds for discharge of such person from City employment.

These exceptions shall apply only to those individuals above named and the requirements or residency shall apply to every other employee of the City, present and future.

The terms and provisions of City of Gladstone Ordinance No.368, adopted September 27, 1971, and effective October 5, 1971, are herein incorporated and made a part of this Agreement.