

6/30/96

A G R E E M E N T

BETWEEN

CITY OF REED CITY

(CITY EMPLOYEES)

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

*Reed City*

Effective July 1, 1993 through June 30, 1996

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A G R E E M E N T

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the CITY OF REED CITY, hereinafter referred to as the "EMPLOYER", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION".

WITNESSETH:

ARTICLE I

PURPOSE AND INTENT

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

## ARTICLE II

### RECOGNITION

#### Section 1.

Pursuant to and in accordance with all application provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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 collective bargaining unit:

All full-time employees of the City of Reed City, EXCLUDING all employees under another labor agreement, the City Manager, the City Clerk, Police Chief, all permanent supervisors and all other employees.

#### Section 2.

The Union recognizes that, except as specifically limited by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of Reed City and the employees therein are vested solely and exclusively in the Employer.

#### Section 3.

The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee in the Unit because of race, creed, age, sex, nationality, political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against



any employee for employment in the unit because of his membership or non-membership in the Union. Further, both parties agree to make any/all changes in the collective bargaining agreement that may be required by the American Disabilities Act (ADA)

Section 4.

The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, and except for discussions of contract interpretations related to grievances as herein provided for, employees in the Unit shall not be permitted to engage in Union activity during working hours.

Section 5.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for this Unit or make any agreement with any such group or organization for the purpose of undermining this Union.

ARTICLE III

STRIKES AND LOCKOUTS

Section 1.

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

Section 2.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other



concerted activity which interferes with the operations of the Employer may be disciplined or discharged by the Employer.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as any dispute regarding the interpretation, application or alleged violations of the terms and provisions of this Agreement.

Section 2.

An employee who believes he has a grievance must submit his complaint orally to the superintendent within three ( ) working days after the occurrence of the event upon which his complaint is based. The superintendent shall give the employee a verbal answer within twenty-four (24) hours (Saturdays, Sundays and Holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP:

To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, stating all known facts upon which it is based, when they occurred and specifying the section of the contract which allegedly has been violated. The grievance must be signed by the employee who is filing the grievance and must be presented to the Superintendent within three (3) working days after the Employer's verbal answer. The Superintendent shall give a written answer to the aggrieved employee within three (3)



working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the Superintendent.

#### SECOND STEP:

If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union shall notify the City Manager in writing, within three (3) calendar days after receipt of the written First Step answer of a desire to appeal the grievance. If such written request is made, the City Manager and/or his designated representative shall meet with a representative designated by the Union within seven (7) calendar days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union representative or the grievant shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Superintendent.

#### THIRD STEP:

In the event the grievance is not settled in Step Two, the Union may submit the grievance to arbitration through Federal Mediation and Conciliation Service in accordance with its Labor Arbitration Rules, then obtaining, provided such submission is within thirty (30) calendar days after receipt of the answer at the Second Step. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance procedure. The Arbitrator shall



have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained shall be construed to limit the authority of an Arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the Arbitrator shall be final and binding upon the parties hereto. The expense and fees of the Arbitrator shall be shared equally by the Employer and the Union.

### Section 3.

Time limits at any step of the grievance procedure may be modified only by mutual agreement Between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically progress to the next step of the grievance procedure. This does not preclude the responsibility of the Employer to make every reasonable effort to reply to each grievance within the established time frame.

### Section 4.

The steward shall be granted super seniority for purposes for layoff and recall only, provided that he has the ability, training , and qualifications to perform the remaining required



work. This provision shall be limited to the current employee holding the position of steward.

ARTICLE V

DISCHARGE

Section 1.

The Employer reserves the right to impose discipline, up to and including discharge, for just cause.

In the event an employee, who has completed his probationary period, is suspended from work for disciplinary reasons or is discharged from his employment and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Employer within three (3) regularly scheduled working days after such discharge order or suspension order.

A. The Employer agrees to promptly notify the Union in writing of such suspension or discharge.

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



C. The suspended or discharged member shall not be required to make any statements concerning the alleged offense prior to instituting the grievance procedure.

Section 2.

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less any compensation he may have earned at other employment during such period.

ARTICLE VI

SENIORITY

Section 1.

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



## Section 2.

All new employees shall be probationary employees until they have completed twelve (12) consecutive months of employment with the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service. In the event of such termination, the Employer shall give prior written notice thereof to the Union. At the conclusion of his/her first twelve (12) consecutive months of employment, the employee's name shall be added to the seniority list as of his hiring date.

## Section 3.

The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months.

## Section 4.

An employee's seniority shall terminate:

- A. If he quits, retires or is finally discharged.
- B. If following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his address on records with the Employer or, having notified the Employer of his return, fails to do



so within ten (10) regularly scheduled working days after such notice is sent.

C. If he is absent for three (3) consecutive regularly scheduled working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence and such lack of communication was occasioned by circumstances completely beyond his control.

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

#### Section 5.

If it is necessary to reduce the number of employees in the Unit, probationary employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in a job classification within a department, employees shall be laid-off on the basis of their classification seniority in inverse order of their seniority, provided always that the remaining employees have the skill to perform available work in such classification. Employees laid off from a classification may exercise their city-wide seniority to bump to another classification within their department, provided they meet the minimum requirements, as established by the Employer, to perform available work in such classification. In the event that the employer has eliminated their original classification within their department, employees shall then be allowed to exercise their city-wide seniority to bump to another department, provided always that the remaining employees have the skill to perform available work in such classification. Employees shall be recalled in the inverse order of their lay-off. The Employer



shall give written notice to the employees and the Union of any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least fourteen (14) calendar days before the effective date thereof. Such notice need not be given in the event of an emergency or where circumstances made such notice impossible.

Section 6.

In the event that a vacancy occurs for a bargaining unit position all bargaining unit employees will be eligible to bid for such vacancies. Vacancies shall be posted in a conspicuous place in each affected Department at least ten (10) calendar days prior to filling such vacancy or newly created position.

Employees shall apply, in writing, for the posted position within seven (7) calendar days following such posting. Employees of the Bargaining Unit not present during the posting period shall be notified of the position. The Employer will include with the posting, a list of the minimum requirements of the job that has been posted. In the event that two or more employees are deemed to be substantially equal in qualifications to fill the vacancy, the most senior employee shall be first offered the position. The Employer reserves the right to administer proper tests and to determine qualifications, provided such tests are administered equally to all applicants.

Section 7.

Employees who bid into a higher classification shall be placed in the step of the higher classification that will give them an increase in pay. The employee shall retain his city-wide seniority in the new classification. Any employee who is



temporarily assigned to work in a higher classification shall receive the top rate of pay for that classification for all hours worked in the higher classification, provided the employee works at least eight (8) hours in the higher classification.

Temporary assignments for the purposes of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. Employees who bid into a higher classification shall be placed in the step of the higher classification that will give them an increase in pay. The employee shall retain his city-wide seniority in the new classification.

When an employee is temporarily assigned work in a lower classification, he shall not suffer a reduction in pay.

## ARTICLE VII

### LEAVES OF ABSENCE

#### Section 1.

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

#### Section 2.

An employee who, because of a job related injury is unable to report for work, shall be given a leave of absence without pay for the duration of such disability but not to exceed his length of seniority provided the Employer is promptly notified of the necessity therefor, and provided further, that the Employer is



supplied with a certification from a medical doctor of the necessity for the continuation of such absence when the same is requested by the Employer.

Section 3.

A full-time employee who enters the military service by draft shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other applicable laws then effective.

ARTICLE VIII

SICK LEAVE

Section 1.

For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2.

Permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with a maximum accumulation of one hundred twenty (120) days.

Section 3.

In order to qualify for sick leave payments, the employee must, not later than his normal starting time on the first day of absence, report such absence unless, in the judgment of the Employer, the circumstances surrounding the absence make such



reporting impossible, in which event such report must be made as soon thereafter as is possible.

A. In order to qualify for sick leave payments in excess of two (2) consecutive work days, employees may be required to furnish a signed doctor's certificate upon return to duty if requested by the City Manager.

B. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

C. Sick leave absences after having reported for work for part of a day, shall be charge proportionately.

#### Section 4.

Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

A. When an employee must be absent from work due to an illness or injury, provided that this illness or injury was not attributable to causes stemming from his employment with another employer while employed by the City or while acting the capacity of a private contractor.

B. Employees shall also be allowed to use up to five (5) days of their accumulated sick time in order to provide for a wife or child to be taken to the doctor or dentist.

#### Section 5.

Employees may be granted a paid leave of absence to attend the funeral of a member of the employee's immediate family. Immediate family is defined as current spouse, child, brother,



sister, parent, grandparent, mother-in-law, father-in-law, brother-in-law and sister-in-law. Paid leave under this section shall be limited to three (3) regularly scheduled work days.

In the event of death of a member of the immediate family which occurs outside the lower peninsula, the employee shall be granted an additional two (2) days funeral leave with pay.

#### Section 6.

One (1) day of paid sick leave for permanent full-time employees shall be equivalent to one (1) days pay at the regular rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

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

#### Section 7.

If and when an employee retires from his employment, any unused accumulation of sick leave shall be paid at one hundred (100%) per cent of the employee's current rate of pay when said employee retires. If an employee voluntarily or involuntarily leaves the employ of the City he shall receive fifty (50%) per cent of his sick leave accumulation, provided he has at least two (2) years of continuous service with the Employer.

#### Section 8.

After six (6) months of continuous service, all full-time employees shall be entitled to three (3) personal leave days in any year. It is provided further, that if an employee wishes to



take a personal leave day, he must notify his department head at least forty-eight (48) hours in advance. The Employer shall respond to the request either granting or denying such request within twenty-four (24) hours prior to the day of the requested personal leave days. The Department Head will grant personal leave days, if in his judgment, it will not interfere in the efficient operation of the Department and will not create problems in the work schedule.

## ARTICLE IX

### HOURS OF WORK

#### Section 1.

The normal work week for all employees covered by this agreement shall be eight (8) hours per day, forty (40) hours per week. A normal work day shall be of eight (8) hours duration. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per days per week, or for any other period of time, except as may be specifically provided herein. \* see letter of understanding

#### Section 2.

If an employee of the Unit is called into work before or after, but not in continuation with his daily work schedule, he shall be entitled to a minimum of two (2) hours time at one and one-half (1-1/2) times his regular hourly rate for each instance that he is so called in to work.

#### Section 3.

Any employee in the Unit who is required to work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of time and one-half (1-1/2) his regular hourly



rate for each hour, or part thereof, in excess of eight (8) hours per day or forty (40) hours per week. However, in lieu of overtime pay, an employee may chose, at their option, to receive 1 1/2 times "comp" time for all overtime worked.

Normal Work Week:

Street and Water Departments

Seven (7) days, forty (40) hours per week. Employees who are scheduled to work Saturday and Sunday for the purpose of park restroom inspection and pump station inspection shall be allowed to leave work after five (5) hours work on the Friday preceding the weekend they are scheduled for these inspections. However, the employee shall receive eight (8) hours pay for Friday in lieu of pay for the weekend inspections.

Wastewater Treatment Plant

Seven (7) days, forty (40) hours per week. The City agrees that if they implement a second or third shift at the plant, they will immediately negotiate with the Union a shift differential for these shifts.

Section 4. Longevity Pay:

(A) Employees covered by this agreement shall be paid an annual lump sum longevity payment as follows:

At least 3 but less than 6 years service	- \$ 150.00
At least 6 but less than 11 years service	- 300.00
At least 11 but less than 16 years service	- 400.00
At least 16 but less than 21 years service	- 550.00
21 years or more service	- 700.00



(B) Effective 7-1-94, the amount of \$25.00 shall be added to each category of the longevity schedule in (A).

(C) Effective 7-1-95, the amount of \$25.00 shall be added to each category of the longevity schedule in (A).

(D) Longevity pay shall be paid on the first pay period in November of each year, and shall be prorata for those employees who retire from the City on a regular OR a disability pension.

For purposes of determining an employee's eligibility for, and the amount of, longevity payments due under the terms of the Agreement, the employee's length of service on December 31 in the year in which the longevity is paid shall be used for each determination. Longevity shall be paid by separate check and on the first pay period following November 1 of each year.

## ARTICLE X

### HOLIDAYS

#### Section 1.

Employees covered by this agreement shall be entitled to ten (10) paid holidays per year in accordance with the provisions of this contract. The following shall be designated as holidays:

New Year's Day

Labor Day

President's Day

Employee's Birthday

Good Friday

Thanksgiving Day

Memorial Day

Friday after (T)

Independence Day

Christmas Day



Section 2.

When an employee works a designated holiday, he shall receive time and one-half (1-1/2) his regular rate of pay for all hours worked in addition to his holiday pay.

Section 3.

If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

Section 4.

The holiday shall be 12:00 midnight to 12:00 midnight.

Section 5.

In order to be eligible for Holiday Pay, the employee must work the last scheduled day prior to the holiday and the first scheduled day after the holiday. In the event of a personal illness on either of the referenced days, a physician's statement may be required to excuse the absence for the purpose of authorizing Holiday Pay.

ARTICLE XI

INSURANCE

Section 1.

The Employer maintains the right to change carriers or go to a self-insured program, partially or wholly, as long as the benefits remain substantially equivalent to the current benefit level which is Blue Cross/Blue Shield:

- MVF - 1
- Master Medical Option I.... 100/200 80/20
- Prescription Drug Rider.... \$3.00 co-pay PD-MAC
- Riders .....ML, PPNV-1, FAE-RC VST
- Dental Coverage.....BC/BS 50/50/50/\$800
- Vision Coverage.....BC/BS A-80 Plan



The Employer agrees to notify the Union, at least thirty (30) calendar days prior to any change, of such changes and the coverage involved.

The Employer agrees to allow those employees who retire from the City of Reed City to continue their Blue Cross/Blue Shield coverage at the group rates.

It is agreed that effective July 1, 1994 the employees shall pay twenty-five per-cent (25%) of any increase in the cost of the Blue Cross premium then in effect

Section 2.

The Employer agrees to provide, at its cost, term life insurance for each employee covered by this agreement in the amount of twenty thousand (\$20,000.00) dollars. In addition upon separation from city employment, employees may convert their life insurance policies (at their cost) to an individual life insurance policy, if they qualify, by following the required procedure in the current PHF booklet.

Section 3.

Employees who are laid off, or who otherwise leave the employ of the City, may maintain their group health insurance coverage pursuant to applicable law.

ARTICLE XII

PAY PERIOD

Section 1.

All employees in the Unit shall be paid biweekly. Not more than seven (7) days shall be withheld from any employee in the Unit. Each employee shall be provided with an itemized statement



of his earnings and all deductions made for any purposes upon request of such employee.

### ARTICLE XIII

#### VACATIONS

##### Section 1.

Employees anniversary date for purpose of vacation benefit, shall be January 1, however, for purposes of computing moving up in steps, the employees actual date of hire shall be used.

New hires shall receive a pro-rata vacation benefit on the January 1 immediately following their date of hire and full vacation benefits thereafter in accordance with this section.

Employees shall receive vacation according to the following schedule:

Employees who have at least one (1) year but less than five (5) years of service; ten (10) days of paid vacation per year.

Employees who have at least five (5) years but less than ten (10) years of service; fifteen (15) days paid vacation per year.

Employees with at least ten (10) years of service; twenty (20) days of paid vacation per year.

##### Section 2.

If an employee who is otherwise eligible for a vacation with pay, retires, quits, or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date, If an employee retires, quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will receive



that portion thereof which is earned by him as of the date he retires, is discharged or quits.

Section 3.

A. The Employer shall determine the number of employees who can be excused from their duties for vacation purposes at any one time. Requests for vacation leave shall not be unreasonably denied by the Employer.

B. Vacation time off shall not be accumulative from year to year unless prior written approval from the City Manager has been received. No vacation pay will be paid in lieu of vacations unless approved by the City Manager.

C. Vacation time off shall be allowed for periods of less than one (1) calendar week, provided that approval is first obtained from the Employer.

D. If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off, provided, however, that all else being equal, seniority shall govern. In the event an employee cancels his approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.



E. Any employee who is on vacation shall not be required to return to work during such vacation unless the employee specifically agrees hereto, or an emergency shall exist.

Section 4.

At the end of each calendar year, employees who wish to cash in their unused vacation days at their current rate of pay, shall make application to the City Manager for such cash out.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Work Rules

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

Section 2. Bulletin Boards

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning this Bargaining Unit's business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3. Separability

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such



tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

#### Section 4. Waiver

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

#### Section 5. Entire Agreement

No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is



executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement, understanding and arrangements heretofore existing.

Section 6. Compensable Time

Any compensable day shall be considered as a day worked for the purpose of computing benefits under this Agreement. For the purposes hereof, the term "compensable day" shall be a day worked for which sick leave is being paid, a vacation day and each holiday set forth in Article X hereof.

Section 7. Continuous Service

For the purposes of this Agreement, continuous service shall be defined as anytime an employee is accumulating seniority under the terms of this Agreement.

Section 8. Uniforms

(A) The City will provide, for each regular full-time employee of the D.P.W. and W.W.T.P., for the purpose of obtaining approved work uniform clothing, \$175.00 per year for the life of the contract.

(B) Newly hired employees will be eligible for the clothing purchase in the first month after their probationary period is successfully completed.

(C) Basic uniform requirements are:

- 2 Uniform Shirts
- 2 Pair of Uniform Trousers
- 1 Pair of Approved Safety Shoes (6" minimum top and 75 lb. test per ANSI Z41.1 - 1967)



Section 9. Rest Periods

Each employee shall be entitled to one fifteen (15) minute rest period in each half of a normal work shift. Such rest periods may be combined at the Supervisor's discretion.

If an employee works ten (10) or more hours in one (1) day, his lunch break shall be paid. \*

Section 10. Mailing Address

Unless the context requires otherwise, any notice provided for in the Agreement shall be sent to the parties hereto at the following addresses:

EMPLOYER: City of Reed City  
410 West Upton Avenue  
Reed City, Michigan 49677  
ATTENTION: City Manager

UNION: Teamsters State, County and Municipal  
Workers Local 214  
2825 Trumbull Avenue  
Detroit, Michigan 48216  
ATTENTION: Business Representative

or to such other address which may be designated in writing by either party.

Section 11. Required Schooling

If schooling is required by the Employer, employees will be compensated as though he worked and he will not lose leave days earned.

- A. Employees must bring to the Employer a certified list of subjects and accumulated hours from accredited school.
- B. Employer agrees to reimburse for all tuition and books not funded by other sources, for any job related schooling or seminars required by the Employer.



#### Section 12. Retirement

The Employer shall maintain MERS Plan C-2 (to B-1 reduction) with the F55/15 rider for all employees covered by this Agreement and pay the full cost of this plan.

#### Section 13. Equipment

The Employer shall furnish all equipment it deems necessary to employees of the Bargaining Unit to perform those functions in their respective classifications. The Employer further agrees to keep said equipment in safe operating condition. Employees who are maliciously or deliberately abusing equipment may be subject to disciplinary action.

#### Section 14. Physical Examinations

If the State of Michigan requires annual physical examinations for the licensing of Waste Water Treatment Plant employees, the Employer will pay the full cost of these physicals. The physicals shall be performed by a qualified physician of the Employer's choosing.

#### Section 15. Worker's Compensation

The Employer shall provide Worker's Compensation coverage as required by law.

#### Section 16. Education Merit

The Employer agrees to pay any employee who successfully obtains a license issued by the State of Michigan or by the Federal Government (excluding CDL licenses), and such license is beneficial to the employee and the Employer, a one-time payment of one hundred (\$100.00) dollars for each license, provided, however, the employee must receive authorization from the Employer to obtain such license. The Employer agrees that it



shall not be arbitrary in granting such authorization and will pay all reasonable expenses incurred by the employee in obtaining such license.

Any employee who successfully completes a course of study for which college credits are received and such credits are beneficial to the employee and the Employer, will receive reimbursement for all reasonable expenses incurred by the employee in obtaining such credits, provided, however, such courses must be approved by the Employer.

Section 17. Commercial Drivers License

(A) The Employer shall pay all costs of obtaining and maintaining a commercial driver's license, beyond the cost of the Michigan operator's license, for any employee who is required to maintain a commercial driver's license as a condition of employment with the City of Reed City. If any employee fails to obtain a commercial driver's license or is unable to maintain such license and must re-test to obtain it, the employee shall be liable for the cost of any such re-test.

(B) Should any employee be unable to obtain or maintain a commercial driver's license, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer shall:

(.1) Temporarily place the employee in a classification where such license is not required until such time as the employee obtains the required license, provided an opening exists and the employee is qualified to perform the work in the temporary assignment. This temporary



reassignment shall not exceed ninety (90) days and the employee shall not suffer a loss of pay or benefits during this temporary change in classification; or

(2) The employee shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time for this leave, or may accept the leave without pay.

(C) Section 17 (A) shall only pertain to City employees on the payroll at the time this contract becomes effective. Any new employees shall bear full responsibility of obtaining and renewing the required C.D.L.

#### Section 18. Wages

Wages shall be paid in accordance with "Appendix A".

### ARTICLE XV

#### UNION SECURITY

#### Section 1.

All employees in the Unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the Unit who are members of the Union which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and the Union's regular and usual dues. For present regular full-time employees in the Unit, such payments shall commence thirty-one (31) days following the effective date of the Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.



## Section 2.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employees in the Unit who are members of the Union, all dues and/or initiation fees of Local 214 and pay such amount deducted to said Local 214, provided, however, that the Union presents to the Employer, authorizations, signed by such employee, allowing such deductions and payments to the Union.

## Section 3.

Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the second pay period of the month. Deduction of initiation fees will be made as billed by the Union, payable following the effective date of authorization. Dues deducted from any calendar month by the Employer will be remitted to the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union an up-to-date list of those employees who have signed checkoff authorizations and whose dues have been deducted from their pay checks. Where an employee, who is on checkoff, is not on the payroll during the week which deductions are to be made or who has no earnings or insufficient earnings during the week, or is on leave of absence, double deductions will be made in the following months.

## Section 4.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union in the same manner



as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 5.

The Union agrees to hold the City harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.



ARTICLE XVI

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 1993, and shall remain in full force and effect until June 30, 1996 and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

THIS AGREEMENT shall supersede any rules and regulations inconsistent herewith. Insofar as any interpretation of the provisions of this Agreement may conflict with the Charter of the City, the Charter will prevail.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year above written.

THE CITY OF REED CITY

TEAMSTERS LOCAL 214  
STATE, COUNTY. AND  
MUNICIPAL WORKERS

\_\_\_\_\_  
Philip Rathbun  
City Manager

\_\_\_\_\_  
Fred W. Bennett  
Business Representative

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_



APPENDIX "A"

WAGES

Effective 1993/1994

<u>D.P.W.</u>	START	6 MONTHS	1 YEAR	2 YEARS
Foreman	\$10.11	\$10.33	\$10.90	\$11.47
Equipment Operator	7.67	8.01	9.25	9.54
Laborer	6.25	6.53	6.93	7.27
<u>W.W.T.P.</u>				
Operator W/ license*	8.52	8.74	9.25	9.82
Operator W\O license	7.84	8.29	8.69	9.03
	7.84	8.29	8.69	9.03
*Minimum of "D" license (Office)				
Receptionist	7.84	8.40	8.91	9.37
Custodian (H)	6.00	6.20	6.60	<del>6.85</del> 7.78

1994-95 Effective July 1, 1994, the across the board wage increase shall be equal to the cost of living index as determined by the previous calendar year, however, no increase shall be less than 4%, nor more than 5%.

1995-96 Effective July 1, 1995, the across the board wage increase shall be equal to the cost of the living index as determined by the previous calendar year, however, no increase shall be less than 4%, nor more than 5%, and, if the cost of living index rises above 5%, the Union shall have the option of reopening the collective bargaining agreement to negotiate wages only.