

Aug. 31, 1974

WORK AGREEMENT

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*Bernard W. Dalgoffe
City Clerk
Menominee,
Mich. 49858*

BETWEEN
THE CITY OF MENOMINEE, MICHIGAN
AND

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328
Affiliated with the INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

INTRODUCTION

This agreement between the City of Menominee, hereinafter referred to as the "City" and Teamsters & Chauffeurs Union Local 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", entered into this 30 day of August, 1973, and shall remain in full force and effect until August 31, 1974.

ARTICLE I - RECOGNITION

SECTION 1. Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the respective Employees Organization as the exclusive representatives for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this agreement, of all employees of the Employer, except supervisors, library and office clerical.

Recognizing Section 9, 10, and 11 of P.A. 379, Michigan 1965; (17.455 (9) (10) (11) MSA), declaring it lawful for public employees to join in labor organizations for the purpose of collective negotiations with their public employers through representatives of their own free choice; and declaring it unlawful for a public employer to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization; and declaring that representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, the employer recognizes the representatives named in this agreement as the exclusive representatives of all of the public employees in such unit, whether or not said employees are members of any union; provided however, that this agreement shall not apply to supervisors, library, office, clerical employees, nor probationary employees referred to in ARTICLE V, Section 1 of this agreement.

SECTION 2. The City has the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve employees because of lack of work and to assign to positions within the confines of this agreement.

ARTICLE II - MEMBERSHIP

(a) 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.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Menominee, Mich.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

(c) In accordance with the policy set forth under paragraphs (a) and (b) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following their date of regular employment.

(d) If any provision of the Article is invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Laws or shall be renegotiated for the purpose of adequate replacement.

ARTICLE III - UNION MANAGEMENT RELATIONS

SECTION 1. All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City.

SECTION 2. Agreements reached between the parties of this agreement shall become effective only when signed by the authorized representatives of the parties hereto.

ARTICLE IV - CHECK OFF

The City agrees to deduct from the paycheck of those employees who have signed an authorized payroll deduction card, a sum certified by the Secretary-Treasurer of Local 328, which are the Unions monthly dues. Deduction will be made from the payroll period at the beginning of each month and the total dues delivered to the Treasurer of the Union. Deductions from a man's pay will terminate upon his termination of employment.

ARTICLE V - SENIORITY

SECTION 1. All newly hired employees shall be on probation for a period of six (6) months from the date of their employment, during which period such newly hired employees may be disciplined or discharged.

SECTION 2. Continued employment beyond the probationary period above noted is hereby defined to be evidence of satisfactory completion of probation.

SECTION 3. Full-time regular employee is hereby defined as an employee hired to fill a full-time position in the Table of Organization.

SECTION 4. Part-time regular employee is hereby defined as an employee hired to fill a part-time regular position in the Table of Organization.

SECTION 5. Full-time seasonal employee is hereby defined as an employee hired to fill a full-time position during the season in which his services are required according to the Table of Organization.

SECTION 6. Temporary employee is hereby defined as an employee hired for a period not exceeding six (6) months and who shall be separated on or before the end of said period.

SECTION 7. All employees are required to submit to the prescribed physical examination.

SECTION 8. Seniority after continuous employment for six (6) months shall start from the original date of hire.

SECTION 9. Employer will prepare seniority lists, copies of the same will be posted in appropriate locations in the departments, the same will be amended whenever a change takes place.

SECTION 10. Any employee desiring to protest their position on the seniority list shall file their protests in writing with the City Clerk within ten (10) days after the posting of said list.

SECTION 11. The Employer honors the seniority principle for all purposes and this principle shall govern in all cases of "lay-off" and "recall" and promotions to higher classifications.

Seniority shall be broken for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged and the discharge is not reversed.
- (c) If the employee fails to report for work within twenty-four (24) hours after notice to report was sent to his last known address and does not give a satisfactory reason for failure to report.

SECTION 12. In case of new equipment put into use, the new equipment shall be assigned to the person whose equipment is replaced.

SECTION 13. All employees shall be given an opportunity to bid on any opening before any new employee is hired.

SECTION 14. Job seniority shall be on a departmental basis. New employees or employees transferring from one department to another shall go to the bottom of the seniority list in that department, but retain seniority from date of hire for all fringe benefits.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1. The privilege of stewards to take the time to handle grievances is recognized. The steward shall, before leaving the work area, obtain permission from his supervisor and after permission is granted will attempt to settle the grievance in the most expeditious manner.

SECTION 2. The steward and the aggrieved employee will first discuss the grievance with the supervisor in charge. The supervisor will have three days to effect his adjustment to solve the grievance.

SECTION 3. If the results in Section 2 are unsatisfactory, the aggrieved shall reduce the grievance to writing and present the grievance to the Department Head within two (2) days. The Department Head shall call for a hearing on the grievance within five working days, at which time the necessary witnesses as indicated by either or both parties shall be present. Based upon the testimony and/or evidence presented, the Department Head will issue his written disposition of the grievance, to the aggrieved within three (3) work days.

SECTION 4. If the results of Section 3 are unsatisfactory, the Business Representative shall notify the City Council within three work days and the Council will, within eight (8) calendar days repeat this hearing provided in Section 3, with the Council present and sitting in judgement. The Council's decision will be issued in writing to the Business Representative within three (3) work days.

SECTION 5. If the results of Section 4 are unsatisfactory, the Business Representative may, within twenty (20) days, submit the dispute to the State Labor Mediation Board and the case will be pursued under such rules and regulations that may have been promulgated by the State of Michigan, Employment Relations Commission.

SECTION 6. The decision of the Mediator shall be final and binding upon the parties and in any grievance involving monetary loss to the employee, such as dismissal, demotion, suspension or lay-off, found to have been in violation of this agreement or in violation of law, the City shall immediately satisfy the aggrieved employee with or without back pay based on the Mediator's decision and shall restore all other privileges to which the employee would have been entitled had the grievance not occurred.

ARTICLE VII - HOURS OF WORK

SECTION 1. All employees, except shift operators of the street, sanitation, sewer, water, cemetery and parks departments shall work forty (40) hours per week on a schedule of eight (8) hours per day, Monday through Friday, beginning at 7:00 A.M.

SECTION 2. Operators of water and sewage plants shall work alternating shifts of forty (40) hours per week.

SECTION 3. Overtime or extra hours of work shall be distributed as equally as possible among employees in their regular department, however, in case any emergency arises, the employee who ordinarily performs such work may be called in.

SECTION 4. If an employee is unable to report for work at the scheduled time because of illness, he shall notify his superior before the time schedule to report to work, but in no event later than the same day he was scheduled to report to work. When giving such notice the employee shall specify the reason for his inability to report for work and the probable length of his absence. Failure to report for work for a period of two (2) successive days without proper notice to the Employer shall be cause for immediate discharge.

SECTION 5. A coffee break of ten (10) minutes per each half shift shall be allowed employees represented by Teamsters Local 328.

ARTICLE VIII - SICK LEAVE

SECTION 1. The City of Menominee allows to each full time regular employee, leaves of absence on account of sickness as follows: five (5) days for each year of service after the first year of service. One day per month after the fourth year of service, accumulative to ninety working days, in all departments except in the case of the Fire Department.

SECTION 2. When such ninety working days shall have accumulated, any sick leave time shall be deducted from such accumulated time.

SECTION 3. Such sick leave time shall be allowed with full pay for his classification pay for such employee for the following reasons only:

- (a) Personal illness of the employee.

(b) Illness or death in the immediate family including mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grand father of such employee, reasonably requiring the leave of absence of such employee.

(c) Quarantining of the employee and if the employee is quarantined in his home because of quarantine affecting other members of his home, then such leave shall apply, provided such quarantine shall have been imposed by the proper health authorities.

SECTION 4. In the event any employee is injured while employed by other than the City, no such leave shall be allowed.

SECTION 5. Any individual employee who willfully violates or otherwise misuses this policy affecting sick leave, or who misrepresents any statement or condition as required hereunder, will forfeit all accumulations mentioned above and any further rights under sick leave policy for one year.

SECTION 6. Before any sick leave of absence be allowed, the application therefore shall be certified as allowed by heads of departments; and when such application affects heads of departments, such application shall be certified by the Health Officer of the City or the physician attending such employee or officer.

SECTION 7. Such sick leave shall be applied entirely separate and distinct from any vacations and shall not accumulate for any vacation purpose.

SECTION 8. Upon retirement, employees of the bargaining unit shall be paid twenty-five percent (25%) of unused sick leave at their regular rate of pay.

ARTICLE IX - LEAVE OF ABSENCE

SECTION 1. Any employee who is ill and whose claim of illness is supported by satisfactory written evidence shall be granted a sick leave of absence and shall accumulate seniority.

SECTION 2. Any employee desiring a leave of absence shall apply to his foreman; and if practical, thirty (30) days will be granted without loss of seniority. All leaves of absence shall be in writing, signed by the Superintendent or Foreman. In the event the leave of absence is refused, the matter may then be taken up through the grievance procedure.

ARTICLE X - VACATIONS

SECTION 1. All regular employees shall receive vacations according to the following schedule:

SECTION 2. Employees engaged as shift operator of the water plant and sewage plant are eligible for one working shift week of vacation after continuous service for one year; two working shift weeks of vacation after continuous service of three years; three working shift weeks of vacation after continuous service of ten years; and four working shift weeks of vacation after continuous service of seventeen years; plus one additional day each year thereafter, up to a maximum of five weeks of vacation.

SECTION 3. All other full time regular employees are eligible for one week of paid vacation after continuous service of one year; two weeks of paid vacation after continuous service of three years; three weeks of paid vacation after continuous service of ten years, and four weeks of paid vacation after continuous service of seventeen years; plus one additional day's paid vacation for each year thereafter up to a maximum of five weeks of paid vacation.

SECTION 4. All full time seasonal employees are eligible for one-half week of paid vacation after two consecutive seasons for a period of at least six consecutive months in each season, one week of paid vacation after five consecutive seasons for a period of at least six consecutive months in each season.

SECTION 5. Preference in the selection of vacation in all departments shall be governed by seniority.

SECTION 6. The third and fourth and fifth weeks of vacation shall be designated as winter vacation. The winter vacation period shall be that period from November 1st to May 1st inclusive. All winter vacations shall be taken during this period, unless otherwise agreed upon by the department heads.

SECTION 7. Should a holiday fall within a vacation period, the employee shall be granted an additional day's vacation.

SECTION 8. All employees are expected to take their vacation in the current year, but in the event an employee cannot be spared to take a vacation, the Employer may extend the vacation period or compensate the employee accordingly.

ARTICLE XI - PAID HOLIDAYS

SECTION 1. The Employer will pay one extra day on six (6) holidays to all shift employees at their pro rata daily basis.

SECTION 2. The Employer will pay all regular full time employees six holidays not worked, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, at their regular straight time classified rate. The Employer will pay all regular full time employees for the following half days not worked, one-half day on Good Friday, one-half day the day before Christmas and one-half day the day before New Years Day, at their regular straight time classified rate, providing the employee is listed on the active payroll on the pay period following the holiday. Employees must work the scheduled day before and the scheduled day after the holiday to get paid for the holiday.

ARTICLE XII - INSURANCE

The Employer agrees to pay the full cost for the employee coverage of the Michigan Hospital-Michigan Medical Service for all full time employees employed a minimum of nine months per year to cover the total cost of a semi-private room for 365 days per year, for the employee and his family.

ARTICLE XIII - WAGES

SECTION 1. Wages shall be detailed in attached SCHEDULE "A", entitled "Table of Organization and Wage Rates".

SECTION 2. Time and one-half shall be paid any employee for work performed in excess of the weekly hours scheduled. Time and one-half will be paid for all time before 7:00 A.M.

SECTION 3. Any employee having completed his day's work and recalled to work shall be paid two (2) hours call in pay at his regular classified rate of pay, plus his regular classification rate at time and one-half for all hours worked, unless the employee is notified at the end of the preceding shift of an early reporting time for regular shift.

SECTION 4. Double time shall be paid to employees in all departments after sixteen (16) hours of continuous work.

SECTION 5. Any regular employee required to work in a classification with a higher rate of pay than his regular classification or in a classification with a lower rate of pay than his regular classification and more than one pay period, shall be compensated at the rate of pay for the higher or lower classification whenever thereafter he performs such work.

ARTICLE XIV - LONGEVITY

The City will pay longevity benefits of seven dollars and fifty cents (\$7.50) per year to all full-time regular employees after the fifth year of service. Longevity pay ~~shall not be subject to pension deduction~~ and will be paid by separate check on the first Friday of December.

ARTICLE XV - WORKING RULES

The working rules to apply in connection with this agreement shall be as detailed in attached Schedule "B" entitled "WORKING RULES".

ARTICLE XVI - GENERAL PROVISIONS

SECTION 1. Any employee entering the Army, Navy, Air Force or Marine Corps on active duty shall upon his return from such service be entitled to reinstatement in his job with pay equal to or better than when he left. He shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.

SECTION 2. The parties to this agreement agree that they shall not discriminate against any person because of race, creed or color and that such person shall receive the full protection of the provisions of this agreement.

SECTION 3. The City agrees to permit Union representatives to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

SECTION 4. Should a dispute arise in which the issue is not specifically covered by this agreement, the parties shall negotiate on the basis of the cooperative spirit of this agreement. The Union and the City consider themselves mutually responsible to improve the public service through creation of improved employee morals and efficiency.

SECTION 5. Should any provision of this agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XVII - BEREAVEMENT

Employees shall be granted two (2) working days off with full pay not charged to his sick leave for death in the immediate family including spouse, children, mother, father, sister, brother, mother-in-law, and father-in-law.

ARTICLE XVIII - MISCELLANEOUS

The City will furnish and keep in reasonable repair, rain gear for Sanitation and Sewer Department crews, Sewage Plant and Tar Truck employees.

ARTICLE XIX - TERM OF AGREEMENT

SECTION 1. This agreement shall remain in effect from September 1, 1973, and remain in full force and effect until August 31, 1974, and shall automatically be renewed under the same terms and conditions for yearly periods thereafter, unless sixty (60) days prior to April 1st of any year, either party shall give the other written notice of its desire to change its provisions or terminate this agreement. When either party requests such meeting, a meeting shall be held within two weeks after such request is made.

SECTION 2. This agreement is complete in writing and shall not be amended, changed, altered or modified except by an instrument in writing, duly signed by the parties hereto.

FOR THE CITY OF MENOMINEE, MICHIGAN

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328

BY s/Jerome A Nesbitt, Mayor

BY s/Ken Davis

s/ B. W. Delgoffe, City Clerk

Bus Agent

SCHEDULE "A"

TABLE OF ORGANIZATION AND WAGE RATES

SANITATION DEPARTMENT: All full time regular employees scheduled eight (8) hours per day Monday through Friday (40 hours per week).

<u>POSITION</u>	<u>HOURLY RATES EFFECTIVE 9-1-73</u>
Truck Driver (over 2 tons)	\$ 3.37
Garbage Collector	3.34
Common Labor	3.18
Common Labor (first month)	3.03

GENERAL STREET: All full time employees of this Department scheduled eight (8) hours per day, five (5) days per week (40 hours per week).

<u>POSITION</u>	<u>HOURLY RATES EFFECTIVE 9-1-73</u>
Truck Driver (over 2 tons)	\$ 3.37
Common Labor	3.18
Common Labor (first month)	3.03
Front End Loader & Attachment (constant)	3.47
Street Sweeper Operator (constant)	3.47
Cement Framer and Finisher (constant)	3.37
Compressor (actual)	3.66
Tractor and Attachment (constant)	3.37
Asphalt Distributor (constant)	3.37
Steam Generator (constant)	3.37
Bulldozer (constant)	3.47
Grader (constant)	3.47
Warehouseman	3.48
Working Foreman	3.52

WATER AND SEWAGE DEPARTMENT: Operators of water and sewage plants shall work alternating shifts of forty hours per week and shall receive time and one-half (1½) for all hours worked on Sunday, excluding time spent on sick leave or vacation. All other full-time employees of this Department scheduled eight (8) hours per day, five (5) days per week, (40 hours per week). Sewage Department employees not required to work 8th day during vacation weeks.

<u>POSITION</u>	<u>HOURLY RATES EFFECTIVE 9-1-73</u>
Working Foreman	\$ 3.48
Meter Reader	3.32
Common Labor	3.18
Common Labor (first month)	3.03
Unility Man	3.24
Compressor Operator (actual)	3.66
Front End Loader & Attachements (actual)	3.51

<u>OPERATOR WATER PLANT</u>	
Apprentice	\$ 3.29
Not certified (4-10 years)	3.32
Not certified (over 10 years)	3.40
Certified D-2	3.40
Certified D-1	3.45
Certified Technician	3.61
Certified F -3	3.66

<u>OPERATOR SEWAGE PLANT:</u>	HOURLY RATES EFFECTIVE	9-1-73
Apprentice		\$ 3.29
Apprentice (over 3 years)		3.32
Certified D		3.37
Certified C		3.50
Certified B		3.67

SEWER DEPARTMENT: All employees of this Department scheduled eight (8) hours per day Monday through Friday, (40 hours per week).

<u>POSITION</u>	HOURLY RATES EFFECTIVE	9-1-73
Bottom Man (leader)		\$ 3.41
Bottom Man		3.29
Truck Driver (over 2 tons)		3.37
Sewer Flusher		3.29
Common Labor		3.18
Common Labor (first month)		3.03

FOR THE CITY OF MENOMINEE, MICHIGAN

TEAMSTERS & CHAUFFEURS UNION LOCAL 328

BY s/Jerome A Nesbitt, Mayor

BY s/Ken Davis

s/ B. W. Delgoffe, City Clerk

Bus Agent

SCHEDULE "B"

WORKING RULES

In connection with the WORK AGREEMENT, the following rules shall apply:

- RULE 1. To make false or misleading statements when applying for employment or when applying for leave of absence and/or sick leave. DISCHARGE.
- RULE 2. To give or take a bribe of any nature as an inducement to attain work or retain a position. DISCHARGE.
- RULE 3. Having intoxicants in your possession while at work or consuming intoxicants during working hours or in department quarters at any time. FIRST OFFENSE, DISCHARGE.
- RULE 4. To willfully damage any Employer's property or the property of other employees or to unlawfully take or steal either from the employees or the Employer. FIRST OFFENSE, DISCHARGE.
- RULE 5. Reporting for work under the influence of liquor, FIRST OFFENSE, ONE WEEK'S SUSPENSION: SECOND OFFENSE, DISCHARGE.
- RULE 6. To allow any person or persons other than employees to ride on any type of equipment used for conveying materials. FIRST OFFENSE, THREE DAYS' SUSPENSION: SECOND OFFENSE, DISCHARGE.
- RULE 7. To smoke in prohibited areas. FIRST OFFENSE, ONE WEEK'S SUSPENSION: SECOND OFFENSE, DISCHARGE.
- RULE 8. To fail to wear the necessary protective equipment such as goggles, helmets, rubber gloves, etc. as furnished by the Employer for certain operations. FIRST OFFENSE, THREE DAYS SUSPENSION: SECOND OFFENSE, DISCHARGE.
- RULE 9. To neglect the duties involved in the employees particular assignment, or conduct unbecoming an employee of the City. FIRST OFFENSE, ONE DAY'S SUSPENSION: SECOND OFFENSE, THREE DAYS SUSPENSION: THIRD OFFENSE, DISCHARGE.
- RULE 10. No game of skill or chance shall be played in any Department quarters for any monetary consideration. FIRST OFFENSE, WARNING: SECOND OFFENSE, THREE DAYS SSUSPENSION: THIRD OFFENSE, DISCHARGE
- RULE 11. To be grossly or habitually careless or reckless, play tricks, jokes or any other pranks on other employees, disregarding the safety and comfort of fellow workers or violate established safety rules. SERIOUS VIOLATION, DISCHARGE. MINOR CASES: FIRST OFFENSE, WARNING: SECOND OFFENSE, THREE DAYS SUSPENSION: THIRD OFFENSE, DISCHARGE.

- RULE 12. To attempt to operate equipment without the authority of the foreman or department head. FIRST OFFENSE, WARNING: SECOND OFFENSE, THREE DAYS SUSPENSION: THIRD OFFENSE, DISCHARGE.
- RULE 13. To remove machine guards or safety devices, except as directed by the foreman or department head. FIRST OFFENSE, ONE DAY SUSPENSION: SECOND OFFENSE, THREE DAYS SUSPENSION: THIRD OFFENSE, DISCHARGE.
- RULE 14. To fail to report to the foreman or department head immediately any injury no matter how slight. FIRST OFFENSE, WARNING: SECOND OFFENSE, THREE DAYS SUSPENSION: THIRD OFFENSE, DISCHARGE.
- RULE 15. To wear clothing or jewelry which might result in injury by becoming engaged with the machinery or equipment. FIRST OFFENSE, WARNING: SECOND OFFENSE, THREE DAYS SUSPENSION: THIRD OFFENSE, DISCHARGE.
- RULE 16. Any act of insubordination or disrespect to Foreman or Department Head. FIRST OFFENSE, ONE WEEK'S SUSPENSION: SECOND OFFENSE, DISCHARGE.

Any employee disciplined for the violation or infraction of these working rules shall be given written notice by the Department Head.

The Employer reserves the right to make and publish rules that are not inconsistent with the terms of this Agreement.