

2970

3/31/98

A G R E E M E N T
BETWEEN
CITY OF IONIA
and
TEAMSTERS STATE COUNTY AND MUNICIPAL WORKERS
LOCAL 214

James City of

Effective April 1, 1993 through March 31, 1998

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 1993, by and between the CITY OF IONIA, located at Ionia, Michigan, hereinafter called the "Employer" or the "City", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan, hereinafter called the "Union".

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer represented by the Union; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and such employees, and of promoting and improving peaceful relations between the parties.

WITNESSETH:

ARTICLE 1
Definitions

Section 1.1 Recognition.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of all of its employees in the Streets, Garage, Water and Sewer Departments, excluding office clerical employees, subcontractors and supervisors, as defined in the Act.

Section 1.2. Probationary Period.

A new employee shall be employed on a one-hundred eight (180) day trial basis, during which period he may be discharged without further recourse to this Agreement. After 180 days, the employee shall be placed on the regular seniority list. In case of discipline within the 180 day period, the Employer shall notify the Local Union in writing. Irregular part-time employees, temporary and seasonable employees shall be employed 120 days on a trial basis.

Section 1.3 Subcontracting.

The Employer agrees that it will not replace regular employees in the bargaining unit except in cases of emergency; provided, however, that the Employer shall have the right to continue to subcontract new construction and other work as it has in the past when it determines that it is in the best interests of the City. If any regular employee in the bargaining unit is laid off as a result of subcontracting his work, the propriety of such

subcontracting and layoff shall be subject to the grievance and arbitration procedure. It is further agreed that nothing shall prevent the City from making such changes in the future operations of the City Dump and Refuse Collection as it determines to be advisable.

Section 1.4 Definition of Department of Public Works.

The Department of Public Works for the City of Ionia shall be charged with the maintenance of all work within the street right-of-way with the exception of sidewalks which is by charter under the administration of the City Superintendent. The department's work includes, but is not limited to: water distribution line maintenance (meters); curb and gutter maintenance; sewer distribution lines; street surfaces; snow removal; painting of streets; tree trimming; leaf removal and clean-up; and catch basin cleaning. Other departments may contract from the department for various work in their realm. However, such work shall be on a competitive basis and shall be at the discretion of the individual department. Work for that department shall be charged against its budget.

Section 1.5 Definition of Wastewater Treatment Plant.

The employees of the Wastewater Treatment plant shall be charged with the maintenance and operation of the Wastewater Treatment Facility serving the City of Ionia and Townships of Easton and Ionia. This service area is subject to change. Employees of the department shall acquire and maintain licenses required for their employment with the Wastewater Treatment Plant and it shall be the city's policy to assist whenever possible to upgrade these licenses. Duties of employees shall include, but not be limited to: taking samples at various locations throughout the service area; lab analysis and testing; maintenance of the physical plant; consultation with the DPW employees on line work; and maintenance of the pumping stations.

Section 1.6 Definition of Water Department Employees.

The employees of the Water Department shall be charged with the maintenance and operation of the water distribution system at the well system located in the City of Ionia. Employees duties shall include, but not be limited to: maintenance of pumps; meter reading; meter repair; flushing of the system on a regular basis; testing at various locations; Miss Digs; and general maintenance of buildings and structures in the system. No license is required for an employee below mid-supervisory level, however, the city encourages employees to continue their education and acquire the necessary limited treatment and/or distribution licenses to provide for promotional possibilities (D-4, D-3, etc).

ARTICLE 2
Union Security

Section 2.1 Union Security.

All present and future employees employed in the unit covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing on the thirty-first (31st) day after the signing of this Agreement or after the date of their employment, whichever occurs later, provided, however, that any such employee in lieu of becoming and remaining a member of the Union shall, as a condition of employment, pay a service fee to the Union in an amount equal to the regular dues and initiation fees charged to other members of the Union.

Section 2.2 Checkoff.

The Employer shall, each month of employment, deduct from the pay of each employee who executes a written authorization therefore, the amount of the Union's initiation fee and regular monthly dues, or a service fee of equal amount, and will remit such dues and service fee to the Union within fifteen (15) days after deduction is made. Such deductions shall be made from the pay of each month.

Section 2.3 Extra Agreements

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

ARTICLE 3
Wages and Schedule A

Section 3.1 Wages.

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

Section 3.2 Paid for Time

All employees covered by this Agreement shall be paid for all time equally worked for the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time the employee is ordered to report for work and actually registers in, until the time he is released from duty, excluding unpaid lunch periods.

Section 3.3 Pay Period

All regular employees covered by this agreement shall be paid on a bi-weekly pay period. Not more than fourteen (14) days shall be held from a regular employee.

ARTICLE 4
Layoff and Recall

Section 4.1 Layoff and Recall.

Strict seniority by departments shall prevail in the layoff and recall of employees, provided that the employees retained or recalled are able to do the work which must be done. In reducing the work force because of lack of work or other legitimate cause, the last employee hired in the department involved shall be the first employee laid off and the last employee laid off shall be the first employee recalled, provided always that the employees retained or recalled are able to do the work which must be done. Should a lay-off occur, employees may bump employees in another portion of the bargaining unit provided they can acquire and maintain the same licensing required for the position within 60 days.

Section 4.2 Seniority Upon Transfer.

Upon a transfer to another department an employee shall carry his seniority with him.

Section 4.3 Notice of Recall.

In the event of recall, an employee shall be given notice thereof by registered mail sent to the last address given to the Employer by the employee. The employee shall, within three (3) days after such notice is sent, notify the Employer whether he wishes to be re-employed, and shall actually report for work within two (2) weeks after notice of recall is sent. If the employee fails to give such notice or to report for work within such time, he shall lose all seniority and other rights under this Agreement.

Section 4.4 Loss of Seniority.

Seniority shall be broken by discharge, voluntary quit, layoff for a period of one (1) year, or retirement.

Section 4.5 Seniority List.

The Employer shall post a list of the employees in each department arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

Section 4.6 Seniority - Non-Bargaining Unit.

Employees who are presently in supervisory positions or who hereafter are promoted to positions outside the bargaining unit shall be credited with the length of service to this date or to the time of promotion but shall not hereafter accumulate seniority

while working in a supervisory position. If a supervisor is hereafter demoted, he shall commence work in a job generally similar to the one he held at the time of promotion in accordance with his previously accumulated seniority.

ARTICLE 5
Discharge and Discipline

Section 5.1 Discharge and Discipline.

An employee shall not be discharged or suspended except for just cause. The Employer shall prepare reasonable rules for employee conduct which shall be submitted to the Union. Such rules may be modified by the Employer from time to time. If the Union feels such rules or any modifications thereof are unreasonable or are not properly applied in any case, such matters will be subject to the grievance procedure including arbitration.

Section 5.2 Disciplinary Grievance.

An employee may request an investigation as to his discharge or suspension by filing a written grievance within two (2) working days thereafter. Such matters shall be handled promptly and if the discharge is found to be wrong, the employee shall be reinstated and compensated for the period he was out of work in such amount as the parties agree or as ordered by an arbitrator.

ARTICLE 6
Grievance Procedure

Section 6.1 Grievance Definition.

A grievance is defined as a complaint by an employee or the Union concerning the application or interpretation of this Agreement as written.

Section 6.2 Strike Prohibition.

It is mutually agreed that the Public Employment Relations Act prohibits strikes by public employees and that grievances arising under and during the term of this Agreement will be settled in accordance with the procedure herein provided, and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walk-outs or any other cessation of or interference with work.

Section 6.3 Grievance Procedure.

Should any grievance arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1: By conference between the aggrieved employees, the Steward, or both, and the employee's foreman. If such conference does not resolve the matter, it shall be the responsibility of the aggrieved to reduce any such grievance to writing on the regular grievance form provided by the Local Union and file same with the City within five (5) working days of the occurrence of the alleged grievance and forward the grievance to Step 2.

STEP 2: If the conference in Step 1 does not settle the grievance, it may be referred by the Union within five (5) working days to the City Superintendent. The City Superintendent shall within ten (10) working days thereafter meet with the Steward and alternate Steward to discuss the matter and will give his answer within five (5) working days thereafter.

STEP 3: If the matter is not satisfactorily resolved at Step 2, the Union may request within five (5) working days a Step 3 conference between the City Superintendent, the Committee, and such other representatives as the parties may bring to the conference, which shall be held within ten (10) working days after the request is made. The City will give its answer within ten (10) working days.

STEP 4: If the grievance is not satisfactorily settled at Step 3, it may be referred to arbitration by written notice given within ten (10) working days after receipt of answer from the City.

The parties shall promptly thereafter attempt to select an arbitrator. If they cannot agree, the arbitrator shall be selected from a panel of five (5) names obtained from the Federal mediation and Conciliation Service, in accordance with their rules and regulations. The arbitrator's decision shall be final and binding on the City, Union and the employee or employees involved, provided that the power of the arbitrator shall be limited to the interpretation and application of the express terms of the Agreement as written, and he shall not add to or subtract from any of such express terms. The fees and expenses of the arbitrator shall be divided equally by the City and the Union. Matters not initiated or appealed within the times provided herein shall not be considered.

ARTICLE 7
Stewards

Section 7.1 Stewards.

The City recognized the right of the Local Union to designate one job steward and an alternate from the City's seniority list. The alternate shall act as steward in the steward's absence. During collective bargaining, the steward, the alternate and a representative from the Wastewater Treatment Plant shall represent the employees at the bargaining table. The authority of the job steward and alternate so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the City representative in accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues when authorized by appropriate Local Union action.

3. The Transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

- a) have been reduced to writing; or
- b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the City's business.

The job steward and alternate have no authority to take strike action, or any other action interrupting the City's business. The City recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts, provided that the Union shall immediately, following notice by the City that such action is authorized and, if not, shall immediately so advise the employees involved and instruct them orally and in writing, with a copy to the City, to discontinue such actions and resume their normal work. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward or any other employee or employees take or encourage any unauthorized strike action, slow-down or work stoppage or interference in violation of this Agreement. The steward, after first notifying his foreman, shall be permitted reasonable time to investigate, present and process grievances on the City's property without loss of time or pay during his regular working hours.

Section 7.2 Seniority of Stewards.

Notwithstanding his position on the seniority list, the steward, in the event of a layoff of any type, shall continue to work.

ARTICLE 8
No Strike

Section 8.1 No Strike.

No employee, Union member, or other agent of the Union shall be empowered to call or cause and shall not participate in any strike, work stoppage, cessation of employment or other interruption of the Employer's normal business of any kind whatsoever.

Section 8.2 Discharge for No Strike Violation.

Discharge for No Strike Violation. Any individual employee or group of employees who violate the provisions of this Agreement or disregard the arbitration and grievance procedure set forth in Article 7 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 9
Picket Line

Section 9.1 Picket Line.

It shall not be a violation of this Agreement or cause for discharge or disciplinary action if an employee refuses to cross a picket line in order to perform work which the City undertakes to perform as an ally of the struck Employer if such work, but for such strike, would normally be performed by employees of the struck Employer.

Section 9.2 Application of Picket Line Article.

If any question arises as to the applicability of this Article to any situation, the parties will meet promptly to discuss the matter and if it is not then settled, the matter may be referred to the final step of the grievance procedure without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 10
Union Access, Equipment, Working Conditions

Section 10.1 Union Access.

The authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union, and/or representatives of the Employer concerning the matters covered by this Agreement, so long as it does not interfere with the progress of the work force.

Section 10.2 Union Examination of Pay Records.

The Union shall have the right upon request to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute or any other public records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 10.3 Uniforms.

The City will arrange for five (5) uniform changes a week; 11 total uniform sets. No cash payments in lieu of uniforms will be made. All employees will be required to wear uniforms. In addition to the five sets of uniforms, each employee will be provided the following equipment:

- a). One set of insulated work gloves.
- b). One "Carhart" jacket and one "Carhart bib overalls.
- c). One pair of coveralls (mechanic)
- d). One set of rubber boots
- e). One hard hat.
- f). One pair of work boots each year.
- g). One summer weight jacket.

All equipment will be inspected by the employee on a regular basis and any defects noted to his/her supervisor. All employees are responsible for providing normal maintenance and care on equipment and equipment shall be replaced as needed by the employer.

All employees are required to utilize city equipment at all times. Failure to utilize such equipment may result in the employee being sent home without pay to retrieve such equipment.

Section 10.4 New Equipment.

When new types of equipment for which rates of pay have not been established by this Agreement are put into use, within operations covered by this Agreement, rates governing such equipment shall be subject to negotiation between the parties.

Section 10.5 Wash-Up.

There shall be a wash-up period allowed at noon and prior to quitting time. The time frame for wash-up shall vary with the job being performed by personnel and will be determined by the Department Head.

Section 10.6 Bulletin Board.

The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted and must have the signatures of the Union Business Representative or the Shop Steward.

Section 10.7 Employee Cars.

If an employee is required by the Employer to use his own car for City business and such use has been specifically authorized by the City Superintendent in advance, the employee shall be reimbursed for his expenses incurred thereby in a manner approved by the City Superintendent.

Section 10.8 Job Vacancies.

Vacancies occurring in any position in the bargaining unit shall be posted within one week on the bulletin board for not less than three (3) days. The successful bidder will be notified within seven (7) days. Such vacancies shall be filled according to departmental seniority if all other matters, such as ability and physical qualifications, are equal in the opinion of the Employer. The successful bidder shall be given a probationary period of up to thirty (30) days to show he is able to do the job. Employees who successfully bid on a vacancy may not bid on another vacancy for a period of one year from the time they fill the vacancy, unless it is for a new position. If an employee cannot perform the job, he will be returned to his former position.

Section 10.9 Continuation of Benefits.

The Employer agrees to pay all fringe benefits on layoff for thirty (30) days, sickness or injury - sixty (60) days, any accident or sickness that is job related - one year. These fringe benefits are determined from the date of layoff, sickness, injury or job related sickness or illness.

Section 10.10 Work by Supervisors.

Supervision shall not take the place of or perform the duties of any employee unless emergency arises when employee cannot be reached or where everyone is working.

Section 10.11 Notification of New Employees.

The Union and the Union Steward shall be notified in writing every two weeks of new employees hired, program or City paid.

Section 10.12 Licenses.

The City will pay for licenses required to perform various jobs that union members are required to perform as a part of their employment with the City. These shall include, but not be limited to: Commercial Driver's License; Mechanical; Wastewater and Water Treatment. The City shall be responsible only for one payment on each license; should an employee fail on the first attempt it will be at his or her cost to acquire a second testing attempt.

In the cases of CDL, all employees of the DPW shall acquire and maintain a CDL. The cost of the physical for the CDL shall be paid by the city. Should any employee be unable to obtain or maintain the license, the employer shall:

1). Temporarily place the employee in such 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. This temporary assignment shall not exceed 30 days and the employee pay and benefit scale shall reflect the reduction 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. This leave of absence shall be without pay and benefits. Seniority shall be frozen at the level the employee had accumulated when he/she requested the leave of absence.

Section 10.13 Captions.

The captions used in each section are for purposes of identification and are not a substantive part of this Agreement.

ARTICLE 11
Management Rights

Section 11.1 Management Rights.

It is understood and hereby agreed that the City reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the City's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the City include, but are not limited to, those provided by statute or law, along with the right to adopt, modify and amend the budget, schedule work and classify employees, direct, hire, promote, use outside assistance, lay off employees or increase the size of the work force, transfer, assign, and retain employees in positions within the City, and the City shall also have the right to discipline, suspend, discharge for just cause, except as specifically limited by this Agreement.

It is also agreed that the City has the right to determine the method, means and personnel, employees or otherwise, by which the business of the City shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the City to the taxpayers thereof consistent with the terms of this Agreement.

The City shall also have the power to make, change and enforce reasonable rules and regulations relating to personnel policies, procedure and working conditions not inconsistent with the express terms of this Agreement. The Union may grieve the reasonableness of a rule within twenty (20) days after the rule is promulgated.

ARTICLE 12
Separability

Section 12.1 Separability and Savings Clause.

If any Article or Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than these as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 12.2 Invalid Section.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal, economic recourse in support of its demands notwithstanding any provision in the contract to the contrary.

ARTICLE 13
Accidents and Safety

Section 13.1 Accidents.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 13.2 Equipment.

The Employer shall install heaters, defrosters, and windshield washers in all trucks and tractors and keep same in operating condition.

Section 13.3 Safety Committee.

A Safety Committee shall be composed of one (1) Union Representative, the Street Superintendent and the City Superintendent (when necessary to resolve questions, which will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 13.4 Safety Questions.

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. If the foreman orders the equipment or work to be used or done after the employee's complaint, the equipment or work shall be done and the activity shall be subject to the grievance procedure.

Section 13.5 Safety Procedures.

The Employer shall consider the personal safety of the employees in establishing operational procedures. Employees shall use all safety equipment where directed by the City. Failure to use the proper safety equipment or work in a safe manner shall subject the employee to disciplinary action by the Employer.

Section 13.6 Safety Glasses.

The City will provide eye examination and safety glasses to employees requiring them at a doctor selected by the City. Frames may be selected by the employee.

ARTICLE 14
Leaves and Leave Time

Section 14.1 Subpoena to Court.

Any employee who is subpoenaed as a result of an accident in which he was involved or witnessed while on duty and who must attend court shall be granted a leave of absence for such time and shall suffer no loss of pay.

Section 14.2 Funeral Leave.

An employee will be given a three (3) day leave of absence with pay in the case of a death in his immediate family. Immediate family means spouse, parents of employee or spouse, grandparents of either, brother, sister or child of employee, step-children or grandchildren of the employee, brother or sister of spouse and step parents of the employee. Additional time will be given, if requested, utilizing the employee's banked sick or vacation time or as comp time to be made up upon return to duty. Such time shall be granted by the department head. One day shall be allowed for funeral leave in the event of a death of any current city employee.

Section 14.3 Military Service Leave.

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National emergency, shall, upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has been honorably discharged from such service with the United States Government and is physically able to do work available, and, further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

Section 14.4 Personal Business Day/Leave.

The City will give two personal business days to each employee. These are to be used for important business reasons and will be granted that no overtime is involved as a result and provided that arrangements are made three (3) days in advance with the Department Head. This will not be deducted from sick leave or vacation pay. In cases of emergencies, less notice time may be approved by the Department Head. The personal business days must be taken within one year of receiving them or they will be forfeited.

Section 14.5 Jury Duty Leave.

The Employer will pay the difference between jury pay and the employer's regular pay if an employee is called to jury duty.

Section 14.6 Personal Leave.

Any employee desiring a leave of absence from his employment shall secure written permission from the City Superintendent. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Section 14.7 Medical Leave.

Medical leave without pay shall be granted upon application from the employee for illness, injury or maternity, subject to the Employer's right to require medical proof of disability. An employee may be on medical leave for a period of not more than eighteen (18) months or the lengths of his seniority, whichever is less, and seniority and employment shall not continue beyond that time. The Employer may request, as a condition of continuance of any extended medical leave, proof of continuing disability. In situations where the employee's physical condition reasonably raises a question as to the employee's capability to perform his job duties, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense and, if reasonable cause is found, require the employee to take a medical leave of absence.

Section 14.8 Union Leave.

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity another official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 15
Holidays

Section 15.1 Holidays.

Full-time employees covered by this Agreement who have seniority will receive a day's pay at straight time for the following holidays:

New Years Day	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	Employee's Birthday
Thanksgiving Day	Good Friday
Veteran's Day	1 Floating Holiday

Section 15.2 Holiday Eligibility.

The employee must work his normal work day before and the work day after the holiday or be on an approved leave which began in the week of the holiday in order to receive holiday pay. When a holiday falls on a Sunday, Monday shall be considered as the holiday. When a holiday falls on a Saturday, an eligible employee shall receive Friday off as the holiday. If an employee is not scheduled to work on a holiday, but is called in for work, he shall receive time and one half (1 1/2) for hours so worked, in addition to his holiday pay. If an employee is called in to work on Christmas or Thanksgiving, he shall receive 2 times the rate for hours worked in addition to his holiday pay.

Section 15.3 Holiday During Vacation.

Holidays recognized by Section 1 of this Article which fall within an employee's vacation period will not be considered as part of the vacation and shall be taken by extending the vacation period one day for each such holiday.

Section 15.4 Floating Holiday.

The floating holiday shall be taken within the year it is received or it shall be lost. There is no carry-over of floating holidays. Arrangements for the floating holiday must be made three (3) days in advance with the department head.

ARTICLE 16
Vacation Pay

Section 16.1 Vacation Pay.

Employees shall earn credit toward vacation in accordance with the following schedule:

After one year -- eighty (80) hours.

After two years through three years -- one hundred twelve (112) hours.

After four years through five years -- one hundred twenty (120) hours.

After six years through ten years -- one hundred twenty-eight (128) hours.

For each additional year's service above ten, employees will be credited with eight (8) additional hours of vacation, up to a maximum vacation of one hundred sixty-eight (168) hours.

Vacation time shall be credited on January 1 for the first year of this contract; the anniversary date thereafter.

Section 16.2 Vacation Pay Upon Termination.

If an employee is terminated after completing one (1) year of service, he will be paid the vacation pay he had accumulated at the time of termination on a pro rata basis.

Section 16.3 Vacation Accumulation.

Vacations must be taken within one (1) year after the employee becomes eligible for such vacation, and if not so taken, shall be forfeited unless otherwise agreed upon in advance by the employee and the Employer.

Section 16.4 Vacation Scheduling.

Time off for vacation may be scheduled at any time, in the year after the anniversary date, upon proper notice as determined by city rules, if in the opinion of the City, such time off does not unreasonably interfere with the work of the City. In case of conflict between employees who have properly applied for vacation leave, the employee with the greatest seniority shall be given preference. Vacation pay and leave may not be accumulated from year to year. Vacation requests should be submitted by April 1. In the case of requests made after April 1, the earliest request will be given preference.

ARTICLE 17
Sick Days

Section 17.1 Paid Sick Days.

Each full time, regular employee shall accumulate sick leave days at the rate of one-half day for each full two (2) weeks worked, up to a maximum of nine hundred sixty hours (960). For the first six (6) months of employment, an employee shall not be entitled to use sick leave days, but thereafter shall be entitled to use his accumulated sick leave days in the event he is unable to work because of sickness or accident or for other reasons with the approval of the City Superintendent.

Section 17.2 Pay for Sick Days.

A day or week of sick leave is eight (8) hours or forty (40) hours, respectively. If an employee suffers a compensatable injury, he will be paid the difference between his daily or weekly wage for eight (8) or forty (40) hours and the amount of Worker's Compensation benefits, and his accumulated sick leave will be reduced proportionately. This section shall apply as long as the employee has unused accumulated sick leave to his credit and is at the employee's option.

Section 17.3 Medical Evidence for Sick Leave Days.

The Employer may require an employee to submit medical or other evidence satisfactory to it in order to support his request for using sick leave days.

Section 17.4 Pay for Accumulated Sick Leave Days.

In the event of death or retirement, an employee or his estate will be paid 100% of his accumulated sick leave days.

In the event of his resignation or discharge, an employee will receive sick leave pay at the rate of one-half (1/2) of his accumulated sick leave days.

An employee who requests time off to obtain professional medical or dental care shall not be charged sick leave for time off if one (1) hour or less is required, provided the employee submits evidence satisfactory to support his time off request.

* Any employee who has accumulated 960 hours of sick leave as provided under this agreement shall be reimbursed for one-half (1/2) of the hours that exceed the 960 hour cap during the first week of December. *

Any employee who does not use any sick leave days during the year will be given, at his option, one day's pay or eight hours of

vacation time payable as of December 1 of each year.

Any employee who does not use any sick leave days during the year will be given, at his option, one day's pay or one day vacation payable as of November 1 of each year period.

Section 17.5 Injury at Another Employer.

If an employee is unable to work because of an injury sustained while working for another employer or in self-employment, he will not be entitled to use sick leave days accumulated from the City.

ARTICLE 18
Insurance and Pensions

Section 18.1 Hospitalization/Dental/Optical Insurance.

The Employer will pay the cost of hospitalization insurance for all full-time employees and their dependents, which shall be Blue Cross/Blue Shield MVF-1 plan with a \$3.00 co-pay prescription drug rider, ML rider, Master Medical, or equivalent coverage. The City will also make available as an option the Priority Health Plan. The City contribution to such an alternative plan shall not exceed the city contribution cost for an employee under the Blue Cross/Blue Shield plan. Dental Program (75-25 Delta Family Plan) provided for all full-time employees. Optical provided through Blue-Cross on the A-80 Freestanding plan.

Section 18.2 Life Insurance.

The City will provide group term insurance in the amount of \$30,000.

Section 18.3 Pension Plan.

The City of Ionia will provide pension plan coverage through the Michigan Employees Retirement System (MERS). Such plan will be, for this contract, shall be:

- a). Beginning April 1, 1993, C-1 New, F 55/25 with the union member contributing 1%.
- b). Beginning April 1, 1994, C-1 New, F 55/25 with the union member contributing 0%.
- c). Beginning April 1, 1997, B-2 plan and F-55/25.

All union members are required to be members of the pension plan. Any new full-time hire shall become a member within 30 days.

Section 18.4 Insurance Coverage While on Worker's Compensation.

If an employee is on Worker's Compensation, the City will pay one-half (1/2) of the premium for his family, and the employee will be covered, for up to twenty-four (24) months.

ARTICLE 19
Longevity

Section 19.1 Longevity Plan.

The City will pay a longevity benefit to each employee the first week of December after the completion of three years of service, based on the anniversary date of employees hired, at the following rate (an employee hired in December shall have a November 1 anniversary date):

- After 2 years of service 1/2% of base salary of 2nd year.
- After 3 years service 1% of base salary of 3rd year.
- After 4 years service 1% of base salary of 4th year.
- After 5 years service 1 1/2% base salary of 5th year.
- After 6 years service 1 1/2% base salary of 6th year.
- After 7 years service 1 1/2% base salary of 7th year.
- After 8 years service 2% base salary of 8th year.
- After 9 years service 2% base salary of 9th year.
- After 10 years service 2% of base salary of 10th year.
- After 11 years service 2% of base salary of 11th year.
- After 12 years service 2 1/2% base salary of 12th year.
- After 13 years service 2 1/2% base salary of 13th year.
- After 14 years service 2 1/2% base salary of 14th year.
- After 15 years service 3% of base salary of 15th year.
- After 17 years service 3 1/2% of base salary of 17th year.
- After 20 years service 4 1/2% base salary of 20th year.

ARTICLE 20
Hourly Wage Enhancements

Section 20.1 Work Week-Work Day.

The regular work week shall consist of five (5) eight (8) hour days. The regular work day shall provide for an unpaid lunch period of one (1) hour or such other period as may be agreed upon by the Union and the City Superintendent.

Section 20.2 Overtime Pay.

Overtime shall be paid at the rate of time and one-half (1 1/2) for all hours actually worked by an employee in excess of forty (40) hours per week or eight (8) hours per day. There shall be no pyramiding or duplication of overtime.

Section 20.3 Computing Overtime.

Sick leave time and vacation time to be counted as hours worked for the purpose of computing overtime.

Section 20.4 Sweeping and Painting.

Overtime for the Sweeper Operator and Paint Crews will be paid as in the past provided men are called in outside their regular working day. No guarantee of overtime will be made. No assurance will be given that sweeping or painting will be done outside regular working hours.

Section 20.5 Emergency Work.

Emergency work performed after the completion of the employee's regular work day and on weekends, such as for water or sewer breaks, shall be assigned to employees on the overtime list for each week. Such overtime lists shall be rotated each week as in the past. Overtime required for snow removal work will be equalized as best as possible under the circumstances among the employees able to do the work. If the Union or any employee believes that such work is not being fairly distributed, a meeting will be held in order to establish a procedure for equalizing the distribution of such work in the future. If, however, an employee has been called for such work but could not be reached or could not do the work, he will be considered as having done the work for purposes of determining whether the overtime has been equalized.

Section 20.6 Overtime Authorization.

Overtime work will be permitted only when authorized by a foreman or the Superintendent.

Section 20.7 Breaks.

Employees shall be entitled to a ten (10) minute work break in the morning and in the afternoon. If an employee works ten (10) consecutive hours, he shall be granted an additional ten (10) minutes coffee break. If an employee works twelve (12) consecutive hours, he will have a paid thirty (30) minute meal period before the end of the twelfth hour.

Section 20.8 Pay Upon Transfer.

It is recognized that because of the nature of municipal employment, employees may be called upon to work outside their usual classification. In establishing regular rates of pay and assigning employees thereto, allowances have been made for this. It is, therefore, agreed that employees shall carry out the work assignments given to them by their foremen, and that their normal rates of pay shall not be reduced. If, however, an employee works on another job for more than two (2) consecutive days, he shall be paid the rate of such job for the first two (2) days and for as many consecutive days immediately thereafter as he remains working on it.

Section 20.9 Call-Back.

An employee called back to work after having finished work and punched out shall be guaranteed at least two (2) hours work at time and one-half (1 1/2).

Section 20.10 Uniform Cleaning.

Both parties agree that when the bid re-opens for uniform cleaning and service that the Union will be asked for input into the process. The City Council reserves the final say as to the contractor.

Section 20.11 Equipment Bids.

Union Steward, Foreman and City Manager to set up format for equipment bidding.

Section 20.12 Work Schedule.

The City and the Union shall meet in April, August, October, and January to determine the normal work schedule for the Department of Public Works, the Wastewater Treatment Plant, and the Water Treatment Works. Normal shifts shall be 7 a.m. to 4 p.m.; 4 p.m. to 11 p.m.; or 11 p.m. to 7 a.m. Variations of up to three hours from these times may be agreed upon by the union and the city. Should the city operate more than one shift during the daytime hours, selection of personnel shall be made on the basis of seniority bidding. Should no one bid for the shift, selection will be made in

reverse order with the least senior person filling the shifts. Any change in shifts shall be with at least two weeks notice.

Section 20.13 Sewer Treatment Work Schedule.

The Sewer-Treatment Plant employees will work a schedule of changing weekends every two (2) weeks. If it is necessary to change such schedule, the Union Steward and Plant Operator will meet and make changes that are required.

Section 20.14 Tree Climbing Allowance.

A twenty cents (\$.20) per hour climbing allowance will be paid to any employee while he is doing tree climbing work.

Section 20.15 Duty Time.

Duty time shall mean being on-call to handle any after hour call-outs for emergency work. This will include carrying the department pager for a period of seven consecutive days. The person on duty will respond to all page outs and will be responsible to secure assistance, when necessary, to handle the emergency work by use of the current overtime list for each week. It will be understood that the duty person will take care of all single person emergency work himself and will be expected to summon only one other person to assist him for two-person jobs.

The duty time will alternate equally through all volunteers allowed by the Department Head. Volunteers must have experience in all areas of their department and be experienced in the operation of equipment. To be eligible to volunteer the employee must have a telephone. A schedule will be put together every six months. Those employees scheduled for duty time may trade with others on the duty list, provided advance notice is given to and approved by the department head.

Due to the importance of this position, failure to respond to the pager or emergency will result in being immediately dropped from the duty list until such a time that the Department Head allows the person to be reinstated. Employees on call for duty time will receive an additional eight (8) hours of pay per week at straight time. For each call-out employees shall be guaranteed a minimum of two (2) hours work at time and one-half (1 1/2) except when the call-outs fall within two hours of each other. At that time the employee will receive either two (2) hours or the actual time involved, whichever is more.

Section 20.16 Hazardous Conditions Pay.

Whenever employees are called upon to assist with Hazardous Materials Response, they shall receive an additional 20 cents (.20) per hour.

Section 20.17 Water Department Standby

Personnel assigned to the water department on a standby basis shall receive \$300 on April 1 of each year and \$300 on December 1 of each year and will be allowed the use of a department vehicle.

Section 20.18 Licenses

Any member of the bargaining unit who attains licensing in the categories listed in this contract shall be granted the salary of that level position.

ARTICLE 21
Duration

Section 21.1 Duration.

This Agreement shall be in full force and effective from April 1, 1993, through and including March 31, 1998, at 11:59 p.m., and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 21.2 Negotiations for New Agreement.

If notice of cancellation or termination under Section 29.1, the parties shall start negotiations thereon at least forty-five (45) days before such expiration date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives of the date hereof.

CITY OF IONIA:

**TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:**

By: _____

By: _____

By: _____

By: _____

"SCHEDULE A"Wage Schedules.

Effective with the April 1, 1993 contract, all personnel employed by the City at that time will be moved to the 24 month point in the following wage scale. All employees hired after that date will join the scale at the appropriate level and time.

EFFECTIVE APRIL 1, 1993* DEPARTMENT OF PUBLIC WORKS

<u>Classification</u>	<u>Hire</u>	<u>6 mths</u>	<u>1 yr</u>	<u>18 mths</u>	<u>24 mths</u>
Heavy Equip. Oper.	7.08	7.58	9.00	10.10	11.59
Mechanic	7.13	7.63	9.10	10.20	11.65
Truck Dvr/Ast. Mech	6.93	7.43	8.90	9.90	11.53
Class A Laborer	6.88	7.38	8.80	9.80	11.48
Class B Laborer	6.58	7.08	8.60	9.60	11.15
Sewer/Water Maint	6.93	7.43	8.90	9.90	11.53
Meter Reader	6.93	7.43	8.90	9.90	11.59
Water Plnt Lead man	10.00	10.50	11.20	11.75	15.10

WASTEWATER TREATMENT PLANT

No license	6.88	7.38	8.55	9.25	11.48
Class D License	7.70	8.45	8.80	9.50	11.75
Class C License	8.10	8.85	9.20	10.00	12.15
Class B License	8.80	9.80	10.80	11.80	12.45
Class A License	9.20	10.20	10.95	12.00	12.75

EFFECTIVE APRIL 1, 1994DEPARTMENT OF PUBLIC WORKS

Heavy Equip. Oper.	7.29	7.80	9.27	10.40	11.93
Mechanic	7.34	7.85	9.37	10.50	11.99
Truck Dvr/Ast Mech	7.13	7.65	9.16	10.19	11.87
Class A Laborer	7.08	7.60	9.06	10.09	11.82
Class B Laborer	6.77	7.29	8.85	9.88	11.48
Sewer/Water Maint.	7.13	7.65	9.16	10.19	11.87
Meter Reader	7.13	7.65	9.16	10.19	11.93
Water Plnt Lead Man	10.20	11.40	11.60	12.50	15.30

WASTEWATER TREATMENT PLANT

No License	7.08	7.60	8.80	9.52	11.82
Class D License	7.93	8.70	9.06	9.78	12.10
Class C License	8.34	9.11	9.47	10.30	12.51
Class B License	9.06	10.09	11.12	12.15	12.82
Class A License	9.47	10.50	11.30	12.36	13.13

EFFECTIVE APRIL 1, 1997DEPARTMENT OF PUBLIC WORKS

Heavy Equip. Oper.	7.88	8.44	10.03	11.25	12.90
Mechanic	7.94	8.49	10.13	11.36	12.97
Truck Dvr/Ast Mech	7.71	8.27	9.91	11.02	12.84
Class A Laborer	7.66	8.22	9.80	10.91	12.78
Class B Laborer	7.32	7.88	9.57	10.69	12.42
Sewer/Water Maint.	7.71	8.27	9.91	11.02	12.84
Meter Reader	7.71	8.27	9.91	11.02	12.90
Water Plnt Lead Man	10.30	11.50	11.70	12.60	15.50

WASTEWATER TREATMENT PLANT

No License	7.66	8.22	9.52	10.30	12.78
Class D License	8.58	9.41	9.80	10.58	13.09
Class C License	9.02	9.85	10.24	11.14	13.53
Class B License	9.80	10.91	12.03	13.14	13.87
Class A License	10.24	11.36	12.22	13.37	14.20

EFFECTIVE APRIL 1, 1995DEPARTMENT OF PUBLIC WORKS

Heavy Equip. Oper.	7.58	8.11	9.64	10.82	12.41
Mechanic	7.63	8.16	9.74	10.92	12.47
Truck Dvr/Ast Mech	7.42	7.96	9.53	10.60	12.34
Class A Laborer	7.36	7.90	9.42	10.49	12.29
Class B Laborer	7.04	7.58	9.20	10.28	11.94
Sewer/Water Maint.	7.42	7.96	9.53	10.60	12.34
Meter Reader	7.42	7.96	9.53	10.60	12.41
Water Plnt Lead Man	10.20	11.40	11.60	12.50	15.40

WASTEWATER TREATMENT PLANT

No License	7.36	7.90	9.15	9.90	12.29
Class D License	8.25	9.05	9.42	10.17	12.58
Class C License	8.67	9.47	9.85	10.71	13.01
Class B License	9.42	10.49	11.56	12.64	13.33
Class A License	9.85	10.92	11.75	12.85	13.66

EFFECTIVE APRIL 1, 1996DEPARTMENT OF PUBLIC WORKS

Heavy Equip. Oper.	7.88	8.44	10.03	11.25	12.90
Mechanic	7.94	8.49	10.13	11.36	12.97
Truck Dvr/Ast Mech	7.71	8.27	9.91	11.02	12.84
Class A Laborer	7.66	8.82	9.80	10.91	12.78
Class B Laborer	7.32	7.88	9.57	10.69	12.42
Sewer/Water Maint.	7.71	8.27	9.91	11.02	12.84
Meter Reader	7.71	8.27	9.91	11.02	12.90
Water Plnt Lead Man	10.30	11.50	11.70	12.60	15.50

WASTEWATER TREATMENT PLANT

No License	7.66	8.22	9.52	10.30	12.78
Class D License	8.58	9.41	9.80	10.58	13.09
Class C License	9.02	9.85	10.24	11.14	13.53
Class B License	9.80	10.91	12.03	13.14	13.87
Class A License	10.24	11.36	12.22	13.37	14.20