

6/30/97

AGREEMENT  
BETWEEN  
THE CITY OF ESCANABA  
AND  
TEAMSTERS LOCAL NO. 328, I.B.T.

*Escanaba, City of*

Effective:  
July 1, 1993  
Through  
June 30, 1997

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the CITY OF ESCANABA, hereinafter referred to as the "Employer" and TEAMSTERS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, hereinafter referred to as the "Union".

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

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

## ARTICLE 1

### RECOGNITION, SECURITY AND UNION DEDUCTIONS

SECTION 1. The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer for all of the Employer's employees, excluding Department Heads, Supervisors, Electrical Department employees, Public Safety Department and confidential employees engaged in the performance of the duties for managerial and administrative personnel involved in labor relations and matters of a confidential nature.

SECTION 2. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment affecting all employees of the Employer included in the bargaining unit herein acknowledged.

SECTION 3. Membership in the Union is not compulsory. All employees, except temporary or part-time employees, have the right, hereby acknowledged, to join and maintain membership in the Union; however, neither party shall discriminate against any employee on the basis of membership or non-membership in the Union. A temporary employee shall be defined as an employee hired for a specific period of employment not greater than six (6) months; and a part-time employee shall be defined as an employee employed for work assigned for an average of not greater than twenty (20) hours per week during any consecutive four (4) week period.

SECTION 4. All employees in the bargaining unit covered by this Agreement shall, as a condition of continued employment, pay to the Union such initiation fee and regular Union dues as may, from time to time, be approved by the membership of the Union, or an amount of money equal to such initiation fee and regular Union dues. All new employees hired in classifications covered by the terms and provisions of the Agreement, and within the bargaining unit defined herein, shall commence payment of such fee and/or dues thirty-one (31) days following the termination of the six (6) month probation period hereinafter provided; and the payment of such fees and/or dues shall be a condition of continued employment. Permanent employees who fail or refuse to perform the requirements set forth herein shall be separated from employment with the City.

SECTION 5. Any provision of this Agreement which may hereafter be found to be, or may hereafter become, invalid under the laws of the United States or of the State of Michigan shall be subject to renegotiation upon the request of either of the parties hereto.

SECTION 6. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee governed by the terms and provisions hereof all dues and/or initiation fees of the Union, or amount equivalent thereto, and pay such amount deducted to the Union, provided, however, that the Union presents to the Employer written authorization signed by such employee, allowing such deductions and payments to the Union.

SECTION 7. Except to the extent expressly abridged by specific provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all of its Common Law rights to manage the business, as such rights existed prior to the execution of this Agreement with the Union. The sole and exclusive rights or management which are not abridged by this Agreement shall include, but are not limited to, the following:

- A. To determine the existence or non-existence of facts which are the basis of a management decision not subject to the grievance or arbitration provisions of the Agreement; and to independently investigate the facts which are the basis of a management decision subject to the grievance or arbitration provisions of this Agreement;
- B. To determine prices of services, extent of services and methods of financing;
- C. To discontinue services;
- D. To contract services, or any part of a service, free from the liabilities of this Agreement, when such contracting will not result in lost time for any employee covered by this Agreement;
- E. To establish or to continue policies, practices and procedures for the conduct of business and, from time to time, to change or abolish such policies, practices or procedures;

- F. To determine and redetermine the number, location, relocation and types of operations, and the methods, processes and materials and services to be employed;
- G. To discontinue services, processes or operations;
- H. To discontinue the performance of services, processes and operations by employees covered by this Agreement when such action shall not result in lost time to employees covered by this Agreement;
- I. To determine the number of hours per day or per week that operations shall be carried on;
- J. To select and to determine the number and types of employees required;
- K. To assign work to such employees in accordance with the requirements determined by management;
- L. To demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons not otherwise governed by this Agreement;
- M. To determine the facts relating to lack of work;
- N. To make and enforce reasonable rules for the maintenance of discipline, subject to the express provisions of this Agreement, including the procedures established herein for the resolution of grievances;
- O. To suspend, discharge or otherwise discipline employees for cause, as defined by the terms and provisions of this Agreement, and to otherwise take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City.

SECTION 8. This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group, or singularly, from expressing their will and ideas relative to City policy, administration and financing as set forth in the City Charter and the Michigan Home Rule Act.

## ARTICLE 2

### SICK LEAVE

A. Sick leave will be accrued for all full-time employees at the rate of twelve (12) days per year during the term of this Agreement. Unused sick leave shall be allowed to accumulate without maximum limitation.

B. It shall be the responsibility of the Employer to maintain sick leave records and it shall be the responsibility of each employee to verify the record and notify the Employer if a discrepancy is noted. The Employer shall disclose to any employee the amount of unused sick leave credited to such employee, upon the request of the employee.

C. An employee shall be credited for accrued sick leave on the first day of each month following the date of the commencement of employment; except that no employee may use sick leave until he has been employed for six (6) months.

D. Employees retiring from the City's service under the City's retirement plan will be compensated for unused, accumulated sick leave in accordance with the following formula:

All unused sick leave accumulated over and above 720 hours shall be paid at one-half (1/2) of the employee's hourly rate at the last day worked, not to exceed \$1,000.

E. Each department head will be responsible for approving sick leave, and he may do so only for valid reason, and after an employee informs him of his intention not to report to work. Each employee shall be responsible to notify his department head of their intended absence, unless such employee is hospitalized, or otherwise unable to tender such notification. Written verification of illness by a physician shall constitute sufficient showing of valid reason for absence due to illness; however, the lack of such verification shall not, in and of itself, be evidence of abuse of sick leave.

F. The department head responsible for approving sick leave may require a doctor's examination for any employee requesting sick leave. The cost of such examination shall be paid by the City; and if upon such examination the examining doctor should determine the employee to be fit for duty, the employee will report for duty or be taken off sick leave, except, however, that any dispute arising hereunder shall be subject to grievance and arbitration procedure hereinafter set forth.

### ARTICLE 3

#### FUNERAL LEAVE/PERSONAL DAY

A. Funeral Leave -Funeral leave will be granted in the event of a death in the immediate family, the immediate family being defined as follows: spouse, mother and father of spouse, mother and father of employee, children of employee, brothers and sisters of employee, brothers-in-law and sisters-in-law, grandmother and grandfather of employee, stepmother and stepfather of employee, sons-in-law and daughters-in-law, and grandchildren of the employee. Leave granted in the event of a death in the immediate family shall not be deducted from sick leave and shall be paid at the employee's regular rate. Duration of such leave shall be determined in the reasonable exercise of the Employer's discretion in light of the circumstances of each individual occasion for the taking of such leave.

B. PERSONAL DAY. Each employee will be granted one (1) "personal day" per fiscal year, which can be accumulated to no more than 2 days total. The employer will issue a policy on the use of the personal day.

#### ARTICLE 4

##### LEAVE OF ABSENCE

A. Leave of absence may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner of the necessity of the request for leave of absence, and his decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.

B. Limited leave or time off without pay may be granted by the department head, if such approval will not impair the efficiency of the department, and providing such leave will not exceed forty (40) working hours.

C. The employer will comply with the provisions of the Family Leave Act.

#### ARTICLE 5

##### MILITARY LEAVE

A. Military leave shall be granted to present employees according to applicable State and Federal Laws.

#### ARTICLE 6

##### JURY DUTY LEAVE

An employee will be excused from work for jury duty and will be compensated at his or her regular rate of pay, less the amount received for serving as a juror, for all hours during which the employee is absent from work during his or her regular working hours as the result of such duty. The employee may choose to take annual leave if he desires, and retain all of his jury duty pay.

Employees assigned to the second shift, who do not attend work for any day that the employee has been selected for jury duty, shall receive compensation at the regular rate. Being called for duty, but not actually serving will not relieve an employee of their obligation to work their full shift. If an employee chooses to attend a portion of their shift on a day in which they have served on jury duty, they will not be entitled to any additional compensation beyond their "regular pay".

## ARTICLE 7

### SENIORITY

A. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence of unauthorized absences, plus paid sick time, time off compensated by Workers' Compensation, time off due to service in the Armed Forces of the United States and other, authorized paid time off.

B. New employees will be considered probationary employees for a period of not less than six (6) months from the date of initial, continuous, full-time employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing. During this probationary period, the employee will not be a Union member.

C. An employee's probation may be extended for another, consecutive period of six (6) months, for good cause, and upon written notice to the employee and Union, and in such cases, the provisions of Paragraph A and B above will apply throughout this extended period. Written notification, in such instances, shall be provided ten (10) days prior to expiration of the initial probationary period.

D. Seniority shall be on a departmental basis and the Employer will post departmental seniority lists annually. For the purpose of this provision, job classifications within the bargaining unit covered by this Agreement shall be assigned to particular departments as shown by the attached Schedule A.

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

F. Employees laid off without misconduct on their part, and who request in writing within two (2) years after separation, shall have their names placed on either or both a general reemployment or department reemployment list, at the option of the employee. The rank of such employees on the list shall be determined by a combined rating, giving equal consideration to efficiency as demonstrated on the job and length of service with the Employer. The seniority and eligibility of all candidates on reemployment lists shall expire two (2) years from the date of separation. No employee who seeks to exercise the options herein provided shall be deemed thereby to have waived his seniority or any right to recall otherwise herein provided.



G. Employees who were laid off and obtained other City jobs, either through bumping or through the general employment lists, will have first right of refusal on their previous positions, if and when the position is reinstated.

H. Employees who obtain a new position, either through bumping, or the general reemployment list, will be paid at the rate of the current position held.

I. In the event of a layoff, employees will be allowed to cross-bump into other departments, if their job descriptions are similar, or the qualifications are less. Employees exercising this bumping right will be given two (2) weeks to demonstrate their ability to perform the required work.

J. An employee shall lose his seniority for the following reasons only:

(1) He quits:

(2) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement;

(3) He is absent for three (3) consecutive working days without notifying the Employer and fails to show good cause for such lack of notification to the Employer, who shall send written notice to the employee at his last known address that he has lost his seniority, and that his employment has been terminated;

(4) He does not return to work within seven (7) days of mailing of written notice of recall by the Employer to the employee's last known address and fails to show good cause therefor; and

(5) A dispute arising as a result of the loss of any employee's seniority pursuant to the provisions of this subsection shall be subject to the grievance procedures hereinafter established, including arbitration.

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

L. Seniority will be a factor for consideration in selecting an employee for promotion in any department. The other two factors will be ability and qualifications. The department head will make the choice among the top three (3) candidates for the promotion, as determined by seniority, ability and qualifications.

M. Employees assigned to vacancies or new positions will be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or positions. If the employee is unable to qualify for the new position, he shall

be returned to his original classification, with no loss of seniority in the original classification, provided the original classification has not been deleted and provided further that if the original classification has been deleted, the employee may exercise his seniority rights to any other classification in the unit or department, except that if the employee is unable to qualify for the next job classification to which he chooses to exercise his seniority rights, his employment may be terminated.

N. **Reclassification.** When an employee's position expands in job duties and responsibilities, consideration will be given to reclassify the employee to a higher classification.

O. The Employer shall notify the Union, in writing, of the hiring, promotion, demotion, transfer, reclassification or termination of any employee covered by this Agreement, and such notice shall include the rate of pay of such employee or any change thereof.

P. Prior to any long-term layoffs, the Union will be given an opportunity to comment on the method and effects of any such layoffs; provided, however, that failure to reach specific agreements on said layoff will not prevent the Employer from initiating the layoff procedure according to the provisions contained in this Contract.

Q. Job openings will be posted as follows:

(1) Job openings will first be posted within the Affected department as set forth in Exhibit A.

(2) If three or more qualified applicants submit applications from within the Affected department, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all members of the bargaining unit.

(3) If three or more qualified applicants submit applications from the first two posting steps, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all employees of the City, including part-time and seasonal employees.

(4) If three or more qualified applicants submit applications from the first three posting steps, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job outside the City.

## ARTICLE 8

### GRIEVANCE AND ARBITRATION

A. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement. Neither party shall be obligated to negotiate on any grievance.

B. Step 1. - Any employee who believes he has suffered a grievance shall, with his steward, discuss the matter with his foreman in an attempt to arrive at a satisfactory settlement. The foreman shall make his decision and, within five (5) working days thereafter, advise the employee of said decision.

Step 2. - If no satisfactory settlement is reached at Step 1, the grievance shall be reduced to writing, in duplicate, and signed by the employee and his steward and both copies shall be presented by the steward to the department head within ten (10) working days after the date that the grievant either knew of the dispute or should have known of the dispute. If no agreement is reached by the parties, the Employer shall advise the Union and the aggrieved employee, in writing, as to the position of the Employer within ten (10) working days of having received the written grievance.

Step 3. - Within ten (10) working days of the Employer advising the Union that the matter cannot be resolved as described above, either party shall have the right to request, in writing, binding arbitration. Either party may ask the Michigan Employment Relations Commission to submit a list of persons eligible to serve as arbitrators. If, within ten (10) days from the receipt of the list, the parties have not agreed on a single arbitrator, such arbitrator shall be appointed by the Michigan Employment Relations Commission. In rendering a decision, the arbitrator will confine him or herself to the terms and conditions delineated in the Agreement. The rules of the Michigan Employment Relations Commission shall prevail in the proceedings.

Each party will bear the expense of its representative. The expense of the arbitration shall be equally divided between the Union and the Employer. There shall be no suspension or refusal to handle work during the negotiations or arbitration.

By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.

## ARTICLE 9

### WAGES AND PAY PERIODS

A. Annual increments shall take effect on the first day of each fiscal year. An employee appointed, promoted or reinstated prior to the first day of January in any fiscal year shall be eligible to receive an increment on the first day of the next succeeding fiscal year.

B. An employee appointed, promoted or reinstated on or after the first day of January in any fiscal year shall not be eligible to receive an increment until the first day of the second succeeding fiscal year.

C. No employee shall receive an increment which would result in his receiving an annual salary in excess of the maximum of the salary grade to which his position is allocated.

D. The City retains the option of advancing step increments based on the experience of employee and the needs of the City. The step increment will be advanced at the date of hire or at the end of six (6) months. Under no circumstances will advancements be made after six (6) months.

## ARTICLE 10

### HOLIDAYS

A. Holiday defined:

(1) Full Holiday - When used herein, the term "full holiday" shall mean a full twenty-four (24) hours, commencing at 12:00 Midnight of the eve of the holiday and ending at 12:00 Midnight on the night of the holiday.

(2) Half Holiday - When used herein, the term "half holiday" shall mean a period of twelve (12) hours commencing at 12:00 noon of the holiday and ending at 12:00 Midnight on the night of the holiday.

B. Conditions for granting pay on holidays:

Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday, unless the employee is on approved sick leave, vacation, or not scheduled to work. All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

C. The following holidays will be recognized:

Full Holiday

New Years Day (January 1)  
President's Day (third Monday in February)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Thanksgiving Day (fourth Thursday in November)  
Day Following Thanksgiving Day  
Christmas Day (December 25)

Half Holiday

Good Friday Afternoon  
Christmas Eve Afternoon (December 24, p.m.)  
New Years Eve Afternoon (December 31, p.m.)

D. Employees working holidays designated in Section C of this Article will be compensated as follows:

Full Holiday

Work during regular shift: Rate - Base rate x 1-1/2 for hours worked + 8 hours holiday pay for full holiday. Not during regular shift hours: Rate - Base rate x 2-1/2 x hours worked.

Half Holiday

The same schedule shall apply as in a full holiday. No employee shall be required to work for more than four (4) hours on any half holiday without receiving holiday pay.

The employees required to work their regular shift on a day off granted in lieu of any holiday in Section C of this Article will be paid at time and one-half (1-1/2x) their regular rate.

E. Holidays falling on Saturday or Sunday will be observed on those days. Employees not scheduled to work on Saturday or Sunday shall receive eight (8) hours of compensatory time, such time to be used as designated by the City Manager.

ARTICLE 11

VACATIONS

A. Vacation time with pay will be granted to all permanent, full-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of City employment.

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

C. Vacation will be granted on the following schedule:

<u>Years of Service</u>	<u>Days Credited</u>
1	6
2 through 6	11
7 through 11	16
12 through 14	18
15 through 20	21
21	22
22	23
23	24
24 through 29	25
30 and over	30

D. Seniority, along with departmental personnel needs, will be the determining factors in the selection and/or assignment of periods of vacation to individual employees.

E. Any employee requesting vacation leave shall apply at least twenty-four (24) working hours in advance except for particular periods of time when the department head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.

F. Employees terminating their City employment will be entitled to pay for the unused and accrued portion of their vacation leave to the last date of their employment. The last date of said City employment is declared to be the last date on which an employæ worked a full, eight (8) hour shift.

G. An employee will not be allowed to accumulate vacation time beyond two (2) years of credited vacation at the regular rate for that employee. Such time lost will not be regained by an employee subsequently using all or a portion of the previously credited vacation time.

The above provisions regarding vacation accrual will not be subject to exception unless:

(1) For reasons of efficiency or emergency, the Employer forbids an employee from taking vacation time and there is subsequently insufficient time prior to the employee's anniversary date to prevent the loss of accrued vacation time.

(2) Six (6) months prior to the accrual of excess vacation time, an employee remaining on the City payroll obtains a written exception from the City Manager, said exception to be only granted in the best interests of the City.

(3) Six (6) months prior to retirement, an employee receives an exception, in writing, from the City Manager.

(4) Reasons of health prohibit utilizing vacation during any given year.

## ARTICLE 12

### HOURS OF WORK, OVERTIME AND PREMIUM PAY

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

B. The standard week for computing pay will remain as it has in past practice.

C. Employees shall be allowed one fifteen (15) minute break during each four (4) hours of work.

D. Hourly employees working in excess of five (5) days (40 hours) during a standard week will be paid at a rate of one and one-half times (1-1/2x) their regular hourly rate or rates.

E. Hourly employees working more than eight (8) hours during any day will be paid at a rate one and one-half time (1-1/2x) the regular hourly rate or rates.

F. The hours of work in specific shift assignment shall be determined by the department head, shall be posted on the department's bulletin board, and may be adjusted by actual notice to any employee no less than twenty-four (24) hours in advance, or by mutual agreement between a department head and an employee.

G. Employees working on regular shift shall receive a shift differential of thirty (30) cents per hour for hours worked between the hours of 4:00 p.m. and 12:00 a.m.; and thirty-five (35) cents per hour for hours worked between the hours of 12:00 a.m. and 8:00 a.m.

H. A minimum of two (2) hours at time and one-half (1-1/2x) shall be paid an employee who returns to duty after having been released from regular day's work or on days other than his scheduled work days. An employee who answers an emergency call shall be considered as being on duty for the full two (2) hours, and another call within his two (2) hour period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2x) for actual time worked in excess of such two (2) hours.

I. Employees not scheduled to work on the day upon which a holiday falls will be paid a minimum of two (2) hours at the holiday rate for responding to emergency calls. An employee scheduled to work on the day upon which a holiday falls, who is excused by reason of it being a holiday, shall be paid a minimum of two (2) hours at time and one-half (1-1/2x) for responding to emergency calls during the regularly scheduled hours from which he was excused. A minimum of two (2) hours at the holiday rate shall be paid to such employee for responding to emergency calls before or after his regularly scheduled hours. The provisions of this Section shall apply only to the holidays designated in Article 10, Section C, of this Agreement; pay for emergency call-back on a day off given in lieu of a holiday in Article 10, Section C, will be governed by the provisions of Article 12, Section G. The employer, in determining which employee or employees to call out, will use seniority for contacting employees in the appropriate job classification.

J. Premium pay will be paid for employees working on any Sunday if the Sunday worked is within their regular workweek schedule; said premium pay to be computed as follows:

Regular rate of pay plus one-half (1/2) of this amount for hours worked. This premium rate is not to be figured on overtime pay or on any differential or other premium pay that might be over and above the regular rate of pay normally paid the employee.

K. Any laborer, who is assigned to a regularly scheduled garbage collection route, shall receive premium pay in the amount of ten (10) cents per hour for the duration of the assignment.

L. Any other employee who undertakes the duties of a higher classification, shall be paid at no less than the minimum rate specified for such higher classification, provided that such employee shall have assumed the duties of said higher classification for three (3) consecutive eight (8) hour working days.

M. The Employer shall notify the Union immediately in the event that any new classification of employees covered by this Agreement shall be established, in which such event the parties shall establish the wage rate for such new classification by mutual agreement.



N. In computing hours to be applied in calculating overtime, all excused and paid hours will count as time worked.

O. Out-of-classification overtime will be by seniority between qualified employees.

P. Sunday overtime will be paid at double time (2x).

### ARTICLE 13

#### DISCIPLINE AND DISCHARGE

An employee may be disciplined or discharged for just cause; provided that a finding by the Employer of just cause for the discipline or discharge of any employee covered by this Agreement shall be subject to the grievance procedure hereinabove set forth, including arbitration.

Once a year an employee may request a meeting with the City Manager, or his designee, to review the employee's personnel file. Upon mutual agreement, disciplinary records may be expunged. The City decision will not be subject to the grievance procedure.

### ARTICLE 14

#### INSURANCE - HOSPITALIZATION, LIFE, DENTAL

A. The Employer agrees to pay the full premium of a hospitalization-medical-life insurance coverage group policy for the employee and family, including major medical (Plan B Wisconsin Area Health Fund). The Escanaba Municipal Employee's Insurance Committee shall meet as it sees fit, and bring forward any recommendations for change in the group policy it may desire; but implementation of any Committee recommendation shall be contingent upon approval by the Employer and the Union. A drug rider will be offered, at the employee's option and expense.

The City of Escanaba further agrees that after a period of twelve (12) months from the effective date of the Wisconsin Area Health Fund insurance program implementation, the Wisconsin Area Health Fund, at its discretion, may increase the contribution required to maintain the existing benefits by up to 15% per employee, per month.

By the execution of this Agreement, the Employer binds himself and becomes party to the trust agreement establishing the Wisconsin Area Health Fund, and authorizes the Employer parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The payments shall be made by check payable to Wisconsin Area Health Fund and directed to the bank as indicated on the monthly report form.

B. The Employer may change, amend, transfer or alter existing hospitalization, life or other insurance coverage, except that there shall be no reduction of any benefit without the mutual agreement of both the Employer and Union.

The City agrees to pay the full premium for the current WAHF (Plan B), based on the Union's agreement to allow the City the option to re-open contract during the third year for purposes of reviewing the health insurance provisions only.

C. The Employer shall provide a Dental program for the employee and his family.

## ARTICLE 15

### DISABILITY

An employee may be terminated from his employment in the event he becomes disabled as a result of disease, physical ailment or defect which, in the opinion of the City doctor and his department head, makes him unfit for the safe or efficient performance of his duties. For the purpose of this provision, disability shall be interpreted as any condition which has caused, or is likely to cause, an employee to be unable to safely and efficiently perform his duties for a period not less than six (6) months. In the event any employee wishes to dispute the findings or recommendation of the City doctor, he shall be entitled to obtain and present independent medical evidence, at the employee's expense. If such independent medical evidence does not support the recommendation of the City doctor, and the dispute or issue raised thereby cannot be resolved to the mutual satisfaction of the employee and the Employer, such dispute or issue shall be subject to the grievance procedures herein set forth, including arbitration.

All employees injured or incapacitated in the actual discharge of their duties, shall receive compensation and medical care in accordance with the provisions of the Michigan Worker's Compensation Act; and the Employer shall pay, in addition thereto, from the date of injury or incapacity, but not to exceed six (6) months for any one personal injury, a weekly sum equal to the difference between the weekly amount of compensation benefits paid to such employee and the wages payable at the employee's regular rate of pay for forty (40) hours of work per week; except that this provision shall not apply under the following circumstances.

- (1) When an employee suffering partial incapacity refuses to accept limited duties within his capacity to perform and at his regular rate of pay;
- (2) When employment terminates through death, retirement, or other reasons;
- (3) When injury results from the employee's misconduct.

ARTICLE 16

RETIREMENT

A. All employees will be covered by Act 135 and contributions thereto will be in accordance with appropriate State law. Effective on the signing of this agreement, the B-2 option will be added.

Effective July 1, 1994, the employee's final average compensation will be computed on the highest 36 consecutive months earnings, and divided by three (FAC-3 option).

Effective July 1, 1996, employees with 30 or more years of credited service and who are at least 55 years old will be eligible for full retirement pay through the Municipal Employee's Retirement System (F-55, 30 option).

B. All employees who have twenty-five (25) or more years of service or are retiring, and eligible for a pension, shall receive a wristwatch valued at an amount not to exceed \$75.00, including cost of engraving, or shall have an option to receive \$75.00 toward the purchase of a bond.

C. Employees who have reached age 55 will be eligible for retirement bonus under the following schedule, upon retirement:

<u>Yrs. of Service</u>	<u>Bonus Payment</u>	<u>Yrs. of Service</u>	<u>Bonus Payment</u>
20	\$300	30	\$525
21	\$320	31	\$525
22	\$340	32	\$525
23	\$360	33	\$525
24	\$380	34	\$525
25	\$400	35	\$525
26	\$425	36	\$525
27	\$450	37	\$550
28	\$475	38 +	\$600
29	\$500		

ARTICLE 17

LONGEVITY PAY

After completing five (5) full years of service as of November 1, each employee receives annually, on the payday closest to December 1 (to be paid by separate check), longevity pay computed as follows:

<u>Years of Service</u>	<u>Not to Exceed</u>
After 5 years	\$200
After 10 years	\$350
After 15 years	\$450
After 20 years	\$550

## ARTICLE 18

### COMPENSATORY TIME

Employees may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee, for a period not to exceed two (2) regular forty (40) hour work weeks, or a total of eighty (80) hours. Compensatory time shall also be credited to an employee while in attendance, outside of regular hours of work, at school or classes which contribute to the improvement of skills or knowledge utilized in the performance of such employee's job duties, upon approval by the City Manager.

Compensatory time credited to employees, in lieu of over-time, shall be credited at the rate of one and one-half times (1-1/2x) the number of overtime hours worked.

Prior approval of the City Manager must be obtained in order to accrue compensatory time. A notice of twenty-four (24) hours must be given by an employee to his foreman requesting earned time off. The twenty-four (24) hour notice shall not be a mandate in the event of a proven emergency. A foreman may grant compensatory time off for less than eight (8) hours at his discretion.

However, it is agreed that the granting of compensatory time off shall not unnecessarily interfere with the efficient operation of the department.

## ARTICLE 19

### GENERAL PROVISIONS

A. In the event that a dispute arises regarding past practice or custom and either party asserts that such past practice or custom constitutes a part of this Agreement, any dispute or issue arising as a result of such claim shall be subject to the grievance procedure hereinabove set forth, including arbitration.

B. It is agreed by the parties to this Agreement that all Civil Service rules, regulations, rights or obligations are superseded by this Agreement and that this Agreement will be the basis by which all matters pertaining to wages, hours and working conditions will be determined.

C. All existing Administrative Regulations governing City Policy will remain in effect and future Administrative Regulations which may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.

D. Employees wishing to qualify for advanced incremental increases must meet with their department head and agree on the type and extent of study, which when completed, will result in an incremental increase. This agreement must be made in advance, and receive the approval of the City Manager. No increment will be granted above the top step in any classification.

E. No person in the City classified service or seeking admission thereto shall be appointed, demoted or removed, or be in any way favored or discriminated against because of his political or religious opinions or affiliations or national origin.

F. All employees governed by this Agreement shall be a resident of and shall maintain a residence within the City Limits of Escanaba.

G. If any Article or Section of this Agreement or any Supplements 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, the remainder of the Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

H. It shall be expressly understood by both parties that this Contract may be revised, amended or otherwise altered to include new agreements, or affect changes in the existing contract language, when mutually agreed upon by the Union and the Employer.

I. It shall not be obligatory on either party to reopen negotiations during the agreed-upon period for effectuation of this Contract except as specified in Article 14, Section B.

J. Words which impart one gender shall be applied to either gender where appropriate.

K. Sewer and Sanitation employees will be furnished coveralls with the understanding that they will wear them at all times while on duty.

L. Employees will be required to comply with the provisions of the Michigan Commercial Drivers License requirements. Employees will be required to possess a valid drivers license and the appropriate endorsement (group designation) for the vehicle they are required to drive.

Fees for the renewal of the regular drivers license will be the responsibility of the employee. Any fees for required endorsements (designations) will be paid for by the Employer.

M. A City Safety Committee will be formed and one member from the Public Works and one Water/Waste Water employee will serve on this committee.

N. Safety Shoes. All employees designated by the City will be required to wear approved safety toed shoes/boots at all times. To help defray the cost of this safety rule, the City will reimburse designated employees up to \$100.00 in the first year of the Contract upon evidence of the purchase of qualifying footwear. In all succeeding years, the City will pay 25% of qualifying purchases, not to exceed \$25.00 in any fiscal year.

ARTICLE 20

TERM OF THIS AGREEMENT

The provisions of this Agreement shall become effective as of July 1, 1993. This Agreement shall continue in full force and effect until midnight, June 30, 1997, unless, not more than 150 days but at least 120 days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, which shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless, before such date of termination, all subjects of this Agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative.

CITY OF ESCANABA

TEAMSTERS UNION LOCAL NO. 328

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

SCHEDULE "A"

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Clerical Pool	Account Clerk II Bookkeeping Machine Operator Parking Meter Checker Account Clerk I Office Clerk
Labor Pool	Building & Construction Maintenance Man Painter Skilled Laborer Custodian II Custodian I Recreation Maintenance Person Sanitary Truck Driver Truck Driver Sanitary Laborer Laborer Building Maintenance/Harbor Tower
Treasurer's Office	Meter Serviceman, Meter Reader
Purchasing-Stock	Storekeeper
City Engineering	Engineering Assistant I Engineering Assistant II
Water	Operator F-1 Certified Operator F-2 Certified Operator F-3 Certified Operator F-4 Certified Operator S-4 Certified Maintenance Mechanic - Operator F-1 Maintenance Mechanic - Operator F-2 Maintenance Mechanic - Operator F-3 Maintenance Mechanic - Operator F-4 Foreman II Equipment Operator II Equipment Operator I Skilled Laborer

DEPARTMENT

CLASSIFICATION

Public Works

Construction Foreman  
Foreman III  
Equipment Operator III  
Equipment Operator II  
Equipment Operator I  
Foreman II  
Equipment Operator I  
Park Maintenance Person  
Foreman I  
Equipment Repairman III  
Equipment Repairman II  
Equipment Repairman I  
Compost Coordinator

Waste Water

Chief of Operations & Maintenance  
Operator - Maintenance Mechanic A Certified  
Operator - Maintenance Mechanic B Certified  
Operator - Maintenance Mechanic C Certified  
Operator - Maintenance Mechanic D Certified  
Operator A Certified  
Operator B Certified  
Operator C Certified  
Operator D Certified  
Relief Operator - Mechanic A Certified  
Relief Operator - Mechanic B Certified  
Relief Operator - Mechanic C Certified  
Relief Operator - Mechanic D Certified



# CITY OF ESCANABA

## ADDENDUM # 1

### Municipal Employees Wage Schedule

Wage Group	Positions	Effective Date	Start 75%	1 Year 80%	2 Years 85%	3 Years 90%	4 Years 92.5%	5 Years 97.5%	6 Years 100%
1	Office Clerk	7/1/83	7.10	7.58	8.05	8.52	8.76	9.23	9.47
		7/1/84	7.31	7.80	8.29	8.76	9.00	9.51	9.75
		7/1/85	7.52	8.03	8.53	9.04	9.29	9.79	10.04
		7/1/86	7.79	8.31	8.83	9.35	9.61	10.13	10.39
2	Account Clerk I Parking Meter Checker Custodian I	7/1/83	7.87	8.39	8.92	9.44	9.70	10.23	10.49
		7/1/84	8.10	8.64	9.18	9.72	9.99	10.53	10.80
		7/1/85	8.34	8.90	9.45	10.01	10.29	10.84	11.12
		7/1/86	8.63	9.21	9.78	10.36	10.65	11.22	11.51
3	Bookkeeping Mach. Oper. Laborer Custodian II	7/1/83	8.30	8.85	9.40	9.95	10.23	10.78	11.00
		7/1/84	8.54	9.11	9.68	10.25	10.54	11.11	11.39
		7/1/85	8.80	9.38	9.97	10.56	10.85	11.44	11.73
		7/1/86	9.11	9.71	10.32	10.93	11.23	11.84	12.14
4	Account Clerk II Sanitary Laborer Storekeeper Meter Reader	7/1/83	8.51	9.06	9.65	10.22	10.50	11.07	11.35
		7/1/84	8.77	9.35	9.94	10.52	10.81	11.40	11.69
		7/1/85	9.03	9.63	10.23	10.84	11.14	11.74	12.04
		7/1/86	9.35	9.97	10.59	11.21	11.53	12.15	12.46
5	Skilled Laborer Sanitary Driver Serviceman Bldg. Maint. - Harbor Tower	7/1/83	8.84	9.42	10.01	10.60	10.90	11.49	11.78
		7/1/84	9.10	9.70	10.31	10.92	11.22	11.83	12.13
		7/1/85	9.37	9.99	10.62	11.24	11.55	12.18	12.48
		7/1/86	9.70	10.34	10.99	11.64	11.96	12.61	12.93
6	Equipment Operator I Foreman II Operator D + F-4 Recreation Maint. Person Operator S-4, S-3 Equipment Repair I	7/1/83	9.11	9.71	10.32	10.93	11.23	11.84	12.14
		7/1/84	9.38	10.00	10.63	11.25	11.56	12.19	12.50
		7/1/85	9.66	10.30	10.95	11.59	11.91	12.56	12.88
		7/1/86	10.00	10.66	11.33	12.00	12.33	13.00	13.33
7	Palmer Operator C & F-3 Sanitary Foreman II Operator Mechanic D, F-4 Operator S-2 W. W. Relief Operator D	7/1/83	9.36	9.96	10.61	11.23	11.54	12.17	12.48
		7/1/84	9.64	10.26	10.92	11.57	11.89	12.53	12.85
		7/1/85	9.93	10.59	11.25	11.92	12.25	12.91	13.24
		7/1/86	10.28	10.96	11.65	12.33	12.67	13.36	13.70
8	W. W. Relief Operator C Engineering Assist. I Equipment Operator II Operator B, F-2 Operator Mechanic C, F-3 Equipment Repair II Park Maint. Person	7/1/83	9.61	10.25	10.89	11.53	11.85	12.49	12.81
		7/1/84	9.89	10.55	11.21	11.87	12.20	12.86	13.19
		7/1/85	10.19	10.87	11.55	12.23	12.57	13.25	13.59
		7/1/86	10.55	11.26	11.96	12.66	13.01	13.72	14.07
9	Foreman III Equipment Operator III Operator A, F-1 Operator Mechanic B, F-2 Equipment Repair III W. W. Relief Operator B	7/1/83	9.98	10.64	11.31	11.97	12.30	12.97	13.30
		7/1/84	10.26	10.96	11.65	12.33	12.67	13.36	13.70
		7/1/85	10.58	11.29	11.99	12.70	13.05	13.76	14.11
		7/1/86	10.95	11.68	12.41	13.14	13.51	14.24	14.60
10	Operator Mechanic A, F-1 W. W. Relief Operator A	7/1/83	10.23	10.91	11.59	12.28	12.62	13.30	13.64
		7/1/84	10.54	11.24	11.94	12.65	13.00	13.70	14.05
		7/1/85	10.85	11.58	12.30	13.02	13.38	14.11	14.47
		7/1/86	11.24	11.98	12.73	13.48	13.86	14.61	14.96
11	Chief of Oper. & Maint. Engineering Assistant II Bldg. & Constr. Maint. Pers Compost Coordinator	7/1/83	10.46	11.16	11.87	12.57	12.92	13.62	13.97
		7/1/84	10.79	11.51	12.23	12.95	13.31	14.03	14.39
		7/1/85	11.12	11.86	12.60	13.34	13.71	14.45	14.82
		7/1/86	11.51	12.27	13.04	13.81	14.19	14.96	15.34

\*Office Clerk Position in City Clerk's Dept. receives 3.82 stipend as Deputy Clerk.

\*\*Account Clerk II Position in Treasurer's Dept. designated as performing additional treasurer duties shall receive 5.58 stipend.