

6/30/97

AGREEMENT

Between

CITY OF PLYMOUTH

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214 (DPW)

Plymouth, City of

Effective July 1, 1993 through June 30, 1997

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

This agreement is made and entered into as of the _____ day of _____, 1993, by and between the CITY OF PLYMOUTH, located in the State of Michigan, party of the first part (hereinafter referred to as the "City") and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2825 Trumbull Avenue, Detroit, Michigan, 48216, party of the second part (hereinafter referred to as the "Union").

WHEREAS:

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City, the employees, and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law and under the provisions of this Agreement.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives on all levels and among all employees in the bargaining unit.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE I RECOGNITION

1. The City recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of Public Acts of 1947, as amended, for employees as set forth in the bargaining unit found appropriate in the State of Michigan, Labor Mediation Board, Case No. R67-C-111, as certified by the Board on the fourth (4th) day of May, 1967.

2. Bargaining Unit: All public works employees employed by the City of Plymouth, including Water Division employees, but excluding office clerical employees, temporary employees, seasonal employees, irregular part-time employees, and supervisors as defined in the Act.

ARTICLE II
UNION SECURITY AND CHECK-OFF

3. Union Security: All present employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members of the Union to the extend of tendering the periodic dues uniformly required as a condition of retaining membership. All present employees who are not members of the Union, and all employees who are hired hereafter, are not required to become members of the union, but then shall, as a condition of employment, pay an agency fee in an amount equal to periodic dues uniformly required as a condition of membership, on and after the ninety-first (91st) day following the beginning of their employment, or on and after the ninety-first (91st) day following the effective date of this Agreement, whichever is the latter.

4. Check-Off:

A: The City shall deduct initiation fees and membership dues levied by the Union in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes an authorization for the check-off of dues form.

B: A properly executed copy of such authorization for check-off of dues form for each employee, for whom initiation fee and membership dues are to be deducted hereunder, shall be delivered to the City before any payroll deductions are made. Upon receipt of the authorization for check-off of dues form, the City shall deduct from the first full pay period of each month from the employee's wages and remit to the proper officers of the Union, the dues and initiation fees for the month as levied by the Union and an abstract of the deductions showing names and amounts deducted for each employee shall accompany the monthly remittance to the Secretary-Treasurer of the Union by the twenty-fifth (25th) day of each month.

C: Where an employee who is on check-off is not on the payroll during the week which deduction is to be made, or who has no earnings, or has insufficient earnings during the week, or is on a leave of absence, double deductions will be made the following month.

D: In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee or other adjustments shall be made by the Union.

E: That should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues service fee owed under said agreement be deducted by the Employer from the employee's paycheck pursuant to State law without such authorization slip being signed.

F: The Union shall indemnify and hold harmless the City as to any matters arising out of the application or enforcement of the provisions of this Article.

ARTICLE III REPRESENTATION

5: The City recognizes the right of the Union to designate one (1) Steward and one (1) alternate to represent employees in the bargaining unit. The alternate steward shall only function at times when the Steward is not working.

6: The Steward shall be compensated for necessary time spent investigating and adjusting grievances and attending meetings with supervision during his regular straight-time working hours, provided he gives his supervisor an accurate accounting of time lost adjusting grievances by first checking out and in with his foreman and employee's foreman.

7: The right of the Steward to leave his work during working hours without loss of pay, as provided for under this Agreement, is with the understanding that the time shall be devoted to the prompt handling of grievances and shall not be abused, and that the Steward shall continue to work at his assigned jobs at all times except when required to leave his work to handle grievances as provided for herein.

8: The Steward, regardless of his actual seniority, not including alternate, shall be considered to have top seniority among employees holding the same job classification only for purposes of layoff and recall to work.

9: No employee shall be eligible to serve as a Steward or alternate unless said employee has attained seniority under the provisions of this Agreement.

10: No provision of this Agreement shall require that a Steward be called in to work earlier than his regular starting time of his job because some employee he represents start work earlier than his starting time or be given overtime when some employees in his area start and/or quit later than his job.

11: The Union shall furnish to the City, a written notification identifying the Steward and Alternate. The City shall not be obligated to recognize any employee as the Steward or Alternate until such written notification is received by the City.

12: The City agrees that the Union Business Agent shall have access to City operations during working hours after first notifying the Superintendent of his desire to do so. It is agreed between the parties that such visits by the Union Business Agent shall only be for the purpose of aiding the settlement of disputed matters and, further, that there shall be no interruption of the normal course of City work operations during such visits. It is the intent of this paragraph that whenever possible, the Business Agent shall first contact the Superintendent by telephone prior to coming on City property.

ARTICLE IV GRIEVANCE PROCEDURE

13: Grievances arising under the terms and provisions of this Agreement must be processed in accordance with the following Grievance Procedure. Grievances are limited to matters of interpretation or application of express provisions of this Agreement provided that any individual employee or group of employees shall have the right, at any time, to present grievances to their Supervisor and to have such grievances adjusted, without the intervention of the

bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect.

14: In case differences or disputes arise in regard to wages, hours and/or conditions of employment specifically expressed in this Agreement, there shall be no organized interference with the work schedule, suspension of work by employees or strike on account of such differences, and an earnest and honest effort shall be made to settle such differences and disputes immediately under the provisions of the Grievance Procedure contained herein.

15: An employee or the Steward shall not leave his job to discuss any matter until the Supervisor has had reasonable time, not to exceed thirty (30) minutes, to provide a relief man, or he is excused from his job by the supervisor in charge.

16: All written grievances must be signed by the aggrieved employee, or by one (1) designated member of a group of employees all having the same common grievance, when the dispute directly involves the employee or a group of employees.

17: All grievances involving claim of improper layoff, recall from layoff, disciplinary layoff and discharge must be filed directly as Step Two of the Grievance Procedure.

18: All grievances involving request for back pay must be personally signed by the employee or employees filing such grievance.

19: All differences, disputes or grievances protesting specific situations must be discussed with the employee's supervisor within three (3) regular work days of the occurrence of such situation.

20: Time limits for answers and appeals as provided for in the various steps of the Grievance Procedure may be extended by mutual agreement between management and the Union; otherwise, grievances not appealed within the specified time limits shall be considered closed on the basis of management's last answer. When a member of management fails to answer a grievance within the specified time limits, the Union shall have the right to appeal said grievance to the next step of the Grievance Procedure.

21: Time limits for answers and appeals shall mean regular workdays, exclusive of premium pay workdays and non-workdays.

22: Any employee having a grievance, or one (1) designated member of a group having a common grievance shall take the grievance up with his supervisor who shall attempt to adjust it. If the grievance is not adjusted by the supervisor, it may, at the desire of the employee, be appealed within three (3) regular workdays following discussion with the supervisor to the Grievance Procedure.

STEP ONE:

23: A meeting shall be held between the aggrieved employee, the Steward for the employee, and the employee's supervisor. If the grievance is not adjusted by discussion between the parties, the Steward may then decide to reduce the grievance to writing on the proper grievance forms. The written grievance shall then be signed by the aggrieved employee, the Steward and dated.

24: Within three (3) regular working days following the date of presentation of the written grievance, the supervisor shall record his answer on all copies of the grievance form, sign and date them, and return two (2) copies to the Steward.

25: If the grievance is not adjusted by the supervisor's answer the Steward may decide to appeal the grievance to Step Two within three (3) regular workdays following the date of receipt of management's written answer by recording his decision to appeal on all copies of the grievance form. The Steward shall also sign and date his appeal. Step Two hearings shall be held within five (5) regular workdays following date of appeal.

STEP TWO:

26: A meeting shall be held between the Steward and the Superintendent or his authorized representative and the supervisor involved. The aggrieved employee shall only be present when both the Steward and the superintendent agree his presence would help the parties reach a proper settlement. Within three (3) regular workdays following the Step Two hearing, the superintendent shall record his answer on all copies of the grievance form, sign and date them, and return two (2) copies to the Steward.

27: If the grievance is not adjusted by the Superintendent's written answer, and the Steward decides to appeal the grievance to Step Three, he shall, within three (3) regular workdays following the receipt of the Superintendent's written answer, record his decision on all copies of the grievance form, sign and date them, and return two (2) copies to the Superintendent.

STEP THREE:

28: Hearings shall be arranged by the Union Steward at a time mutually agreeable to both management and the Union within ten (10) regular workdays following the date of appeal.

29: A meeting shall be held between the Steward, International Union Business Agent and management representatives for the City. Management shall present the Union with its Step Three written answer within ten (10) regular workdays following the date of the Step Three hearing.

30a: If the grievance is not adjusted at this step, either party may request that the grievance be "carried" for further investigation and discussion. Both parties shall have the right to make one (1) request that a grievance be "carried" for a maximum period of ten (10) regular work days. Such request must be made within three (3) regular workdays of receipt of management's written answer.

30b: If the grievance is not adjusted at this step and the Steward decides to appeal the grievance to Step Four, he shall, within ten (10) regular work days following the receipt of management's written answer, file a written request with the City Clerk to appeal the grievance to the City Commission.

STEP FOUR - CITY COMMISSION:

31: Upon receipt of the request for appeal from Step Three, the City Clerk shall place said request on the agenda of a regular or special meeting of the City Commission which will occur within twenty-one (21) days of receipt of said notice, and give notice of such to the Union and to management. At such time as the appeal is scheduled to be heard, the City Commission shall hear testimony from both management and the Union. The City Commission shall make a determination no later than the next regular meeting following the date of the hearing.

32: If the grievance is not adjusted at this step, and the Steward decides to appeal the grievance to Step Five, he shall, within ten (10) regular work days following the receipt of the City Commission's written answer, file a written notice of "Appeal to Arbitration" with management.

STEP FIVE - ARBITRATION:

33: Upon receipt of the notice of "Appeal to Arbitration", the designated representative of the Union shall meet with the designated representative of the city, within a maximum period of ten (10) calendar days following the date of receipt of such notice, for the purpose of choosing an Arbitrator. If the parties are unable to agree on an Arbitrator within ten (10) calendar days, then the Union shall immediately submit the matter to the Federal Mediation and Conciliation Service, and an arbitrator shall be selected in accordance with the then obtaining Voluntary Labor Arbitration Rules. Unless otherwise superseded by this Agreement, said rules shall govern the arbitration.

34: The Arbitrator shall not have jurisdiction or authority to add to, subtract from, or alter in any way, the provisions of this Agreement. The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with provisions of the Agreement. The arbitrator shall be restricted in his decisions to ruling on the issue or issues presented to him by the parties.

35: The Arbitrator shall have no power to substitute his discretion for the City's discretion in cases where the City has retained discretion or is given discretion by this Agreement or by any supplementary agreements.

36: The Arbitrator shall have no power to decide any other question which, under this Agreement, is within the right of Management to decide. In rendering decisions, the Arbitrator shall have due regard for the rights and responsibilities of Management and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities except as those rights may be expressly conditioned by this Agreement.

37: Should the Arbitrator rule that a grievance is not arbitrable, he shall return the grievance to the parties without decision.

38: The Arbitrator shall submit his decision in writing within thirty (30) days after the conclusion of the hearings, and the decision of the Arbitrator so rendered shall be final and binding upon the employee(s) involved, the Union and its members, and the City.

39: The compensation and necessary expenses of the Arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

40: Claim for back wages allowed by management and the Arbitrator shall not be valid for any period prior to the date of the grievance, unless circumstances of the case made it impossible for the employee or for the Union to know what the employee had grounds for such claim and in such cases, claims for back wages shall be limited retroactively to a period thirty (30) days prior to the date the claim was first filed in writing under the Grievance Procedure.

41: When claims for back wages are allowed by Management or the arbitrator, such back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the City during the period as above defined, less compensation he has earned outside the City during the period covered by the back-wages allowance.

42: No decision by Management or by the arbitrator in one (1) case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of such other case.

ARTICLE V SENIORITY

Acquiring Seniority:

43: New employees shall be deemed probationary and shall not acquire seniority until they have been established on the active employment roll in the bargaining unit for a period of ninety (90) calendar days. The ninety (90) calendar days' probationary period may be extended up to thirty (30) days for cause, but such probationary period must be accumulated within a continuous twelve (12) month period. During this period, probationary employees shall not be entitled to any rights within the meaning or intent of this Agreement. There shall be no responsibility for the re-employment of employees if they are laid off or discharged during their probationary period.

44: When an employee completes his probationary period, his seniority shall date back ninety (90) calendar days from the date seniority is acquired. A probationary employee shall not be paid for sick time or vacation time during the probationary period. Upon completion of probation, however, accumulated sick and vacation days shall be credited to the employee retroactive to date of hire.

45: Definition of Terms:

A: Promotion - Restricted to the advancement of employees to higher-paid classification.

B: Transfer - Restricted to the lateral movement of employees to equal-paid classification.

C: Demotion - Restricted to the downgrading of employees to lower-paid classifications. Employees shall not be allowed to request a demotion except for the reason of proven inability to perform the work due to advanced age or physical disability.

D: Layoff - Employee removed from active payroll due to a reduction the work force.

46: Employees may be temporarily assigned to fill a vacancy for a period not to exceed ten (10) continuous working days. Employees with the most seniority will be given the first opportunity to fill such a vacancy and if the vacancy cannot be filled in this manner, the least senior qualified employee shall be assigned. Employees temporarily assigned to other classifications shall be given credit toward completion of their training program only on the basis of full eight (8) hour workdays.

Employee's Right to File Application for Training:

47: Employees who desire to be considered for training when job openings occur shall be permitted to submit an application requesting such consideration. Application may be rejected for proper cause, with right of the Union to process complain through the Grievance Procedure.

48: Seniority employees may file such applications for training at any given time prior to time actual job openings occur. Employees shall be limited to having three (3) such applications on file at any given time.

49: Such applications shall remain on file until the employee is assigned to training on a particular job or he requests in writing its withdrawal. Once an employee has been assigned to training on the basis of such application, and in line with seniority, he shall not be considered for training again on the basis of any other application for a period of six (6) months.

Procedure for Filling Permanent Job Openings:

50: Promotions and Transfers: The following steps shall be followed in promoting employees to fill job openings:

Step One: Promote the employee having the most seniority who has formally completed training on the classification where the opening occurs, and who is currently working on a lower-paying job.

Step Two: Recall in seniority order employees from layoff who have previously completed training on the classification where the job opening occurs.

Step Three: Promote, on the basis of the amount of training time accumulated, partially trained employees.

Step Four: Promote, on a trial basis, the employee with the most seniority who has previously filed an acceptable application for training to the job where the opening occurs.

Step Five: If the opening cannot be filled in any of the above manners, then, a new employee may be hired. Any subsequent openings which result from applying these steps may be directly filled by hiring new employees.

Procedure for Reduction in Work Force:

51: When a reduction in the work force occurs, employees shall be removed from the affected job classifications and reassigned or laid off according to the following procedure:

A: Remove probationary employees. They may replace other probationary employees or be laid off. If the necessary reduction cannot be affected in this manner, then:

B: Remove employees in training in the reverse order of their training time.

C: Remove, in reverse order, fully-trained employees working on the affected job classifications. Seniority employees so removed shall be assigned to the highest-rated job classification for which they are qualified to perform on the basis of their seniority and training. Such employees shall always replace probationary employees or, if the employee is not qualified for job placement on this basis, he shall be laid off.

52: Permanent layoffs shall only be effective at the end of the employee's scheduled work hours on Friday. Employees scheduled for permanent layoff shall be given two (2) workdays' advance notice.

53: Recall of Laid-Off Seniority Employees: Laid-off seniority employees shall, as job openings occur, be recalled, in reverse order to layoff, to work classifications which they have previously performed in a satisfactory manner.

54: Loss of Seniority: Seniority shall be terminated for any one of the following reasons:

A: If the employee quits.

B: If the employee is discharged, unless reversed through the Grievance Procedure.

C: If the employee is absent for three (3) consecutive workdays without properly notifying management, unless the employee can demonstrate his inability to communicate with management.

D: If the employee fails to notify the City within three (3) days of his intent to return to work after being notified to return to work and fails to return to work within seven (7) calendar days after being notified.

E: If the employee fails to return to work on the first scheduled workday following the termination of any leave of absence, period of excused absence, or disciplinary layoff without a bona fide excuse acceptable to the City.

F: If an employee performs no work for any reason other than as set forth in Section 68 herein for the City for a period of one (1) year or the length of seniority he attained as of his last day worked, whichever is shorter.

G: Any employee who accepts employment with another employer or goes into business for himself, when on any type of leave of absence under this Agreement, shall be subject to automatic termination of his seniority.

H: If the employee separates upon permanent, partial or total disability.

Seniority - General:

55: Seniority lists shall be posted and brought up to date regularly by the City. Such lists may be brought up to date more often when required by some unusual circumstance. Two (2) copies of such list shall be furnished to the Union. The Union shall have three (3) regular working days to question such seniority list after which time it shall be final and binding on all parties.

56: Notice of recall to work shall be sent by certified mail or telegram to the employee's last known address. It shall be the employee's responsibility to notify the city of his correct address and of any changes. Neither the City nor the Union shall be responsible for the employee's seniority if he fails to maintain his correct address at the City office at all times.

57: Any employee who, as a result of promotion or transfer, has been designated as a supervisor, clerical worker or to any other position outside the bargaining unit shall retrain his seniority and shall continue to accumulate seniority following the date of such reassignment for a period of one (1) year after which time it shall be frozen. This period of time may be extended for another ninety (90) day period by mutual agreement in writing between management and Teamsters Local 214. This provision shall apply to members of supervision as of the effective date of this Agreement who formerly had worked in the bargaining unit.

58: If any new employee is hired as a supervisor or in any position outside the bargaining unit and later during the life of this Agreement is transferred to a position within the bargaining unit, he shall be considered a new employee and his seniority shall begin with the date he acquired seniority under the terms of this Agreement.

59: Any employee who has been incapacitated for his regular work by work-related injury or by work-related occupational disease may, at the City's discretion, be employed in other work in a job that is operating which he can do without regard to any seniority provision of this Agreement, except that such employee may not displace any employee with longer seniority. Such employee shall be paid the rate of the classification to which he is assigned.

60: Employees who are off the "active payroll" for a continuous period of thirty (30) calendar days or more for any reason may, at the option and expense of the city, be required to submit to a physical examination. It is understood that the City, at its discretion, can insist that an employee off the active payroll for less than thirty (30) days submit to a physical examination by the City's doctor, provided the City has good cause for taking this action.

61: Casual, part-time and seasonal help may be used. They shall not be used to displace seniority employees. Casual, part-time and seasonal help shall not work weekend or holiday overtime until qualified, regular employees working within a given classification are first offered such weekend or holiday overtime work. Casual, part-time and seasonal help shall not acquire seniority or be eligible for any benefits under this labor Agreement. Casual, part-time and seasonal help employees shall not routinely drive city vehicles, except the Meter Cart or EI-Vac. This section shall not prohibit these employees from driving vehicles which they are licensed to drive. The intent of this section is to allow the needs of the City to be met in a manner that allows efficient use of manpower and equipment.

The City and Union recognize that the position of EI-Vac Operator may require the use of a pick-up truck on a regular basis. Further, the City and Union recognize that this employee may drive other equipment that he is trained in the operation of within the DPW yard to facilitate clean-up duties.

ARTICLE VI LEAVES OF ABSENCE

62: Personal Leave of Absence: A leave of absence without pay may be granted for personal reasons to seniority employees by management for a period not to exceed thirty (30) days upon written application by the employee. Seniority shall accumulate during such leave of absence. The City may, at its discretion, grant an additional time off not to exceed thirty (30) days upon request by the employee.

63: Each employee shall be entitled to three (3) personal leave days which are awarded July 1 of each year, and must be used by the following June 30. The days must be requested in advance and in writing and approved by the Department Head or his designee. Requests submitted at the beginning of the shift will be answered by the end of that shift.

SICK LEAVE:

64: Sick leave with pay shall be earned by all seniority employees, except those who work less than 1,040 hours a year. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only in case of necessity as follows:

A: Due to personal illness or physical incapacity.

B: Due to illness of a member of the employee's immediate family who requires the employee's personal care and attention. Use of sick leave for this purpose is limited to five (5) days in any one (1) year. "Immediate family" in this case includes the employee's spouse, children, parents, grandparents, brothers, or sisters or those of the employee's spouse.

C: In case of death in his immediate family (as defined in Section 64B above), a regular, full-time employee shall be granted a paid leave of absence of up to three (3) days, not chargeable as sick leave, at the discretion of the Department Head, but if such period is to extend longer than three (3) days, approval of the City Manager shall be secured. This provision shall not be construed as to permit emergency time off to attend to other personal matters connected with the funeral after the day of the funeral.

65: In order to receive compensation while absent on sick leave, an employee shall notify his supervisor prior to the start of his shift that he will not be in to work, unless proof is presented that it was impossible for him to contact management. Medical certification will not be required to substantiate sick leave of two (2) consecutive workdays or less. However, in the even an employee is absent for more than five (5) sick leave days in any one (1) contract year, he may be required to submit a doctor's certificate or, in lieu thereof, a signed statement setting forth the reasons for such absence, regardless of duration. This provision shall not diminish the right of the City to require such certificates or statements for each instance of sick leave in cases where it has been determined that sick leave abuse exists.

66: For purposes of computing sick leave pay, a workday shall be considered as one-fifth (1/5th) of the number of working or duty hours in the established work week for each employee.

67: The following shall apply as pertains to the accumulation of sick leave days which is in conjunction with the Accident and Sickness (weekly indemnity) insurance program adopted by the City.

A: Sick leave shall be earned at the rate of one (1) work day for each full calendar month of service. Unused sick leave shall accrue and may be accumulated only to a total of twenty-two (22) work days. An employee shall be paid on an annual basis of one hundred percent (100%) of each unused sick day in excess of

twenty-two (22), on his current contract rate as of June 30 of that year.

B: Each regular employee with at least five (5) years seniority who terminates his employment with the City by reason of his death or retirement, shall be paid for one hundred percent (100%) of his accumulated sick leave up to thirty-four (34) days.

C: Each regular employee with at least five (5) years seniority who quits or resigns from his employment with the City shall be paid for one-third (1/3) of his accumulated sick leave up to twenty-two (22) days.

D: In no case shall a City employee who has been discharged be entitled to pay for accumulated sick leave.

68: When sick leave is allowed for the work day before or after a paid holiday, the holiday shall be charged as a sick leave day when credits are available.

69: Employees may split sick leave time into two (2) hour increments which shall only be used at the end of the workday for doctor or dental appointments.

70: A. Employees shall accumulate seniority during a non-work related sick leave and they shall have their seniority terminated when they have been on such leave for a continuous period of two (2) years or for a continuous period of time equal to the length of seniority time they have accumulated as of the date such leave began, whichever is shorter.

B. Employees shall accumulate seniority during a work related sick leave and they shall have their seniority terminated when they have been on such leave for a continuous period of three (3) years or for a continuous period of time equal to the length of seniority time they had accumulated as of the date such leave began, whichever is shorter.

71: Probationary employees shall not receive credit for the time off due to illness or injury. There shall be no obligation on the part of the City to reinstate or rehire such probationary employees.

72: Prior to returning to work following a sick leave of absence, such employee shall be required, at the option of the City, to submit to and satisfactorily pass a medical examination by the City doctor.

Leave of Absence for Military Service:

73. The City shall act in accordance with applicable federal laws respecting military service. An employee on summer reserve training shall be paid the differential between their base pay and their military pay for a maximum of ten (10) working days per year.

74. If an employee is called to active military service, the employee may only continue to accrue benefits, including all insurances and leave time, for a period of sixty (60) continuous calendar days. In the case of active duty call up, the employee shall not be paid the differential between their base pay and their military pay for more than a total of ten (10) working days per year. Employment seniority will continue to accrue.

Union Leaves:

75: The City agrees to grant necessary time off not to exceed five (5) regular workdays, without discrimination or loss of seniority rights and without pay, to any seniority employee designated by the Union to attend a labor convention, provided forty-eight (48) hours written notice is given to the City by the Union specifying length of time the employee is to be off. Due consideration shall be given by the Union in order that there shall be no disruption of the city's operations due to lack of available employees. Such Union requests shall not involve more than one (1) employee at any given time.

76: A longer period for a Union leave of absence may be granted. Such longer Union leave shall be limited to one (1) bargaining unit employee at any given period of time. Due consideration shall be given by the parties in order that there shall be no disruption of the City's operations due to lack of available employees.

General

77: Any employee who fails to report to work on the first regular scheduled work day following the termination of any type of leave of absence shall be terminated from the city payroll, unless the employee presents a reason for his delay in returning to work that is satisfactory to supervision. The City shall have full right to request proof to cover said reason.

78: Any employee who gives a false reason for leave shall be discharged.

79: Time absent on leave of absence shall not count toward an employee's entitlement to automatic progression in wage scale based on time at work.

80: No employee shall be allowed to return to work prior to the expiration of his leave unless approved by the supervision.

ARTICLE VII HOLIDAYS

81: Employee shall be paid holiday pay as provided hereinafter for New Year's Day, the full day Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, December 24th, Christmas Day, December 31, and the employees birthday which shall be taken off during the week in which it occurs.

A: The employee must have seniority as of the date of the holiday.

B: The employee must have worked the last scheduled work day prior to and the next scheduled workday after such holiday.

82: When a holiday falls on a Saturday or Sunday, and the holiday is observed by the State and/or Federal Government on a different day, said day shall be considered as the holiday under the provisions of this article, and eligible employees shall receive holiday pay.

83: Employees eligible for holiday pay under these provisions shall receive eight (8) hours pay for each of the holidays as specified in this Agreement, computed at their regular straight-time rate, exclusive of any premium payments above the base straight-time rate.

84: When a holiday specified above falls within an eligible employee's approved vacation period, the employee shall have the option of either receiving payment for said day or taking said day off in conjunction with his vacation subject to departmental requirements.

85: Employees eligible for holiday pay and who report for work on a shift starting on any of the specified holidays, except those starting at 11:00 p.m., shall receive pay at the rate of two (2) times their regular rate in addition to their holiday pay. Employees who have accepted, or lesser seniority employees assigned to work within the classification involved on such holiday who then fail to report for and perform such work, without reasonable cause for such absence, shall not receive pay for the holiday.

ARTICLE VIII VACATIONS

86: Each employee who has acquired one (1) or more years of seniority and who has worked at least a total of 1560 hours during the twelve (12) calendar months preceding his anniversary date shall be eligible for a full vacation and vacation pay in accordance with the following schedule. Employees who fail to qualify because they have not worked a total of 1560 hours during their anniversary year shall be paid vacation pay on the basis of one-twelfth (1/12th) of their total vacation pay for each one hundred thirty (130) hours worked during their anniversary year. Such employees shall also be allowed one-twelfth (1/12th) of the total vacation pay hours, as a vacation time off, for each one hundred thirty (130) hours during their anniversary year.

Schedule of Vacations and Vacation Pay:

87: A. Employees with one (1) year of seniority but less than five (5) years of seniority shall receive twelve (12) days of vacation with pay for ninety-six (96) hours at their regular straight time rate, exclusive of any premium pay. Employees with six (6) months of continuous service may borrow seven (7) vacation days in advance of completion of their first year.

B. Employees with five (5) years of seniority but less than ten (10) years of seniority shall receive seventeen (17) days of vacation with pay for one hundred thirty-six (136) hours at their regular straight time rate, exclusive of any premium pay.

C. Employees with ten (10) years of seniority but less than fifteen (15) years of seniority shall receive twenty-two (22) days of vacation with pay for one hundred seventy-six (176) hours at their regular straight time rate, exclusive of any premium pay.

D. Employees with fifteen (15) or more years of seniority shall receive twenty-four (24) days of vacation time with pay for one hundred ninety-two (192) hours at their regular straight time rate, exclusive of any premium pay.

88: No employee shall be entitled to more than one (1) such vacation during any twelve (12) month period. Employees who are on any kind of an approved leave of absence, or are on a laid off status as of their anniversary date and who have worked some time during their just-concluded anniversary year, shall be eligible for a pro-rated vacation payment in accordance with the provisions as contained herein.

89: Employees with at least three (3) years seniority shall be entitled to split their vacations into one (1) day segments upon proper request and with permission of the Department Head.

90: In the event of the death of an employee, his earned vacation shall be paid to his surviving spouse or to his estate.

91: There will be a vacation selection period from February 1 to April 30 of each year. Requests entered to the Department Head between those dates shall be given preference according to seniority. Vacation requests after April 30 of each year shall be granted on a first-come/first-serve basis. Employees shall be given one (1) first choice and then shall not be given preference until all other employees have been granted their first choice vacation period. If, for any reason, an employee should cancel his first choice, he shall only be allowed to exercise his option for rescheduling according to the manpower requirements of the department.

92: Vacation periods shall be set by supervision with due regard to seniority and preference of the employees and consistent with the requirements for the efficient operation of the City.

93: Should working conditions warrant, supervision shall have the right to cancel an employee's vacation and request him to submit a new date for his vacation, provided supervision notifies both the employee and the Union of its decision at least two (2) weeks in advance of the beginning of the employee's previously approved vacation.

94: Request for vacation period changes by employees shall not be considered by supervision unless the employee desiring such a change has submitted his request for such change to supervision at least two (2) weeks in advance of the beginning of his previously approved vacation period.

95: Vacations shall be paid at the straight-time rate of pay an employee is receiving on his anniversary date, excluding any fringe or premium pay.

96: Employees may carry over to the next year five (5) vacation days upon written request to and approval by the Department Head and the City Manager.

ARTICLE IX
WAGES & HOURS

Classification and Rate Schedule:

97: All classifications and rates agreed to by the parties are recorded as Appendix "A", which is attached hereto and is a part of this Agreement.

98: When new jobs are placed in operation during the terms of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the City shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Steward with a copy.

99: The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Steward. During this thirty (30) day period, but not hereafter, the Union may request the City to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date workers started on the job, except as otherwise mutually agreed. In case the parties are unable to agree on the rate, the issue may be submitted to the Grievance Procedure and in no such dispute shall the Union have the right to strike or the City to lock out. When a new job classification has been assigned a permanent rate, either as a result of the Union not requesting negotiations during the specified time period or as a result of final negotiations, it shall be added to and become part of Appendix "A".

Working Hours:

100: The normal workweek shall be forty (40) hours, consisting of five (5) eight (8) hour shifts in consecutive days from Monday through Friday, inclusive. The work day shall be the twenty-four (24) hour period beginning with the start of the regular work shift. This provision shall not be construed as a guaranteed work day or work week. Nothing herein shall restrict the City from scheduling overtime and employees shall be required to work such overtime unless excused by supervision for satisfactory reasons.

The City shall establish general summer work hours of 7:00 a.m. until 3:30 p.m. from Memorial Day through Labor Day. This section shall not be construed to limit the City's ability to schedule workers on alternative schedules to accommodate the needs of the City.

101: The starting and quitting time of each shift shall be established by the City as required to meet operating scheduled.

102: Employees are allowed a fifteen (15) minute break during both the first and second half of their shifts.

103: Employees shall be allowed a ten (10) minute wash-up period prior to lunch and at the end of each workday. Employees may punch out at the beginning of their wash-up time to facilitate leaving the yard at lunch.

Overtime Pay:

104: All employees covered by this Agreement shall be paid for all time spent in the service of the City, provided such time worked was at the direction of supervision. Rates of pay provided for by this Agreement shall be maximums. Time shall be computed from the time that the employee is ordered to report for work and he registers in until the time he is effectively released from duty.

105: Employees called in to work by management at times other than their regular shift hours to cover an emergency shall be paid at a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular straight time rate. This provision shall not apply when regular shift hours have to be adjusted due to prolonged emergency assignment; nor shall employees called in be entitled to shift differential.

106: Employees called in to work their second regular day off shall be paid a minimum of two (2) hours pay at two (2) times their regular straight-time rate. All other provisions affecting overtime shall remain in force.

107: Time and one-half (1 1/2) shall be paid for time worked in excess of eight (8) hours per work day. A paid holiday shall count as eight (8) hours worked when computing overtime rates. After sixteen (16) consecutive hours of overtime, all subsequent hours worked, including the regular shift, shall be paid at time and one-half until a break of at least eight hours occurs prior to reporting for work again. The City reserves the right to terminate job assignments, relieve the crew and assign a new crew to complete the job if safe working practices cannot be maintained due to the length of the assignment.

108: All daily overtime shall be worked by the employee who performed the job assignment the greatest number of hours during the regular shift hours. This provision shall apply even when that employee has to be called back.

109: Within classifications and excluding cemetery assignments, all overtime shall be rotated among members of the department covered by this Agreement. Overtime may not deviate more than eight (8) to ten (10) hours amongst members of a particular classification. Each July 1, all charged overtime will be rolled back to zero (0). Any errors in overtime which occur prior to July 1 of the then current year shall be reflected as a negative number at the time the rotation charge sheet is prepared on July 1. Overtime shall be recorded based upon the number of hours for which an employee is compensated.

110: Employees in both Maintenance Man I and Maintenance Man II job classifications shall be eligible for overtime assignments as assigned to these employees. It is understood that there are exceptions to this rule that require other overtime arrangements as deemed appropriate by management, such as the requirement for a Maintenance Man I to operate a particular piece of equipment. In such cases, management reserves the right to restrict overtime to the appropriate classification. In the case of cemetery operations, all Maintenance Man II employees shall be eligible for cemetery overtime.

When management has gone through the rotating overtime list and has not been able to get an employee or employees needed to handle the work, management shall then go through the rotating list of the next highest classification including Water Meter Serviceman and Maintenance Mechanic. After management has gone through the rotating lists of classifications and has not been able to get an employee or employees, the employee(s) from the Maintenance Man I, II, III classifications with the lowest overtime hours in the overtime list shall be required to work. Employees requested to work overtime shall work such overtime, unless excused for reasons satisfactory to management. An employee who does not desire to work overtime may file with the department head, a letter so stating and said employee will not be called for overtime unless circumstances warrant. Such an employee will not take part in rotating overtime, nor have any claims for same.

111: Red time shall be charged against an employee's overtime record when, for any reason, he refuses or fails to report for overtime more than three (3) times in any one contract year. For purposes of this provision, failure to answer the telephone call shall be construed as a refusal. The City shall record attempted telephone calls as to the date and time of such calls.

112: Cemetery duty shall be assigned to those employees who are classified as Maintenance Man II. Such assignments to be rotated every two (2) weeks. Overtime shall first be offered to Maintenance Man II employees based on the rotating overtime list. Overtime for the Cemetery which is not consecutive to the regular shift shall be paid a minimum of two hours at time and one-half or double time depending on the day.

113: All overtime charged to the rotation list must remain on the list.

114: Overtime shall be charged and rotated in tenths (1/10th) of hours. an employee who returns from leave of any kind shall be credited with overtime pursuant to the policy of the Department as set forth in the policy statement dated March 16, 1976.

115: Employees who work overtime for a period in excess of two (2) hours are entitled to take a fifteen (15) minute break, and those who work over four (4) hours of overtime are entitled to take a thirty (30) minute break. The scheduling of any such breaks is at the discretion of management. This discretion shall not be abused. A meal allowance not to exceed an aggregate of six dollars (\$6.00) shall be paid for each period of four (4) hours of overtime worked.

116: Mechanics shall be called in on overtime as needed to repair down equipment. This shall not include overtime call-in for routine maintenance or minor repairs.

Rates to be Paid Upon Promotion, Demotion, Transfer:

117: Employees shall be paid in accordance with the wage schedule in Appendix "A" unless otherwise provided below.

A: Seniority employees promoted from a lower-rated classification to a higher rated classification shall receive their present rate, or fifteen cents (\$.15) per hour below the top rate, whichever is lower, for a period of thirty (30) workdays, except where such promotion is to a former classification he has satisfactorily performed, he shall receive his former rate. All rate changes shall be effective on a Monday. Promotions shall not result in the reduction of pay.

B: Seniority employees transferred from a higher-rated classification to a lower-rated classification shall not be paid the rate of the new classification effective the Monday following the date of transfer.

C: Seniority employees transferred to another classification carrying the same rate shall be transferred to their present rate.

D: Maintenance III employees shall be transferred automatically to Maintenance II (1 year step) at the end of one (1) complete year of service.

118: When an employee is temporarily assigned to a lower-rated classification to replace absentees, or to meet other emergencies, he shall be paid for all such hours worked on the temporary assignment at his present rate. When, under these conditions, an employee is assigned to a higher-rated classification, he shall be paid his regular rate for the first two (2) continuous hours. Should such assignment continue beyond two (2) continuous hours, the employee shall receive fifteen cents (\$.15) under the rate of such classification, or his former rate on such classification, or his present rate, whichever is higher, retroactive to the start of such assignment.

119: Shift Differential: Employees permanently assigned to work a shift commencing after 3:00 p.m. shall be entitled to shift differential at the rate of ten cents (\$.10) per hour for all hours worked before 11:00 p.m. Employees permanently assigned to work a shift commencing after 11:00 p.m. shall be entitled to shift differential at the rate of thirty cents (\$.30) per hour for all hours worked before 8:00 a.m. Shift differential shall not pyramid nor increase due to overtime.

120: Pay Period: All regular employees covered by this Agreement shall be paid in full every two (2) weeks. Not more than seven (7) days shall be held from a regular employee.

121: Jury Pay: An employee who is called for jury service shall be excused from work for the days on which he serves and he shall receive, for each such day of jury service on which he otherwise would have worked, the difference between eight (8) times his average straight-time hourly earnings (as computed for holiday allowance) and the payment he receives, excluding any mileage allowance allowed by the Court for jury service. The employee will present proof of service and of the amount of pay received therefor.

ARTICLE X
LONGEVITY PAY

122: DPW bargaining unit employees shall be paid fifty dollars (\$50.00) for each year of seniority retroactively payable at the completion of five (5) years of seniority, to a maximum of eight hundred dollars (\$800.00) per year. Longevity pay shall be paid annually with the first paycheck in December.

ARTICLE XI
CITY RIGHTS

123: It is recognized that management of the City, the control of its properties and operations, and the maintaining of order and efficiency are solely the responsibility of the City, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement. Other rights and responsibilities belong solely to the City, including but not limited to, the sole right to manage its business and direct the working force, including the right to decide the number and work locations, the machine, tools and equipment, the services to be rendered, the place of services, the method of rendering services, the schedules of work including production standards and the flow and control of work to be performed, all designing, engineering, and control of raw material, semi-manufactured and finished material; to determine the job content of any work that shall be performed by employees; to maintain order and efficiently in its City facilities and operations, including the right to hire, layoff, assign, transfer, promote; to discipline or discharge for proper cause, to make reasonable rules for employees, and determine the qualifications of employees and to determine the starting and quitting time and number of hours to be worked.

124: The above rights are not all inclusive and it is agreed that the City shall retain all rights, powers, and authority it had prior to entering into this Agreement, subject only to the limitations of this Agreement.

ARTICLE XII
PRODUCTION STANDARDS

125: The right of the City to establish and enforce production standards, either by formal study or experience of satisfactory employees, is recognized. Such production standards shall be established on the basis of fairness and equity consistent with quality workmanship, efficiency of operations, and reasonable working capacity of normal experienced operators.

126: The City may change the production standards on an operation because of change of methods, machine feeds or speeds, materials, sequence of operations, tools or equipment, or changes in design of any product or to correct any errors in a production standard.

127: On being assigned to a job for which a production standard has been placed in effect, the employee shall be advised by the foreman as to what such production standard is. Production standards shall be made available for inspection by the Union.

128: Continued failure or refusal of an employee to produce on the basis of such production standard shall be considered due cause for discipline, including discharge, unless the failure is due to causes beyond the employee's control.

129: Employees shall have the right to process grievances on production standards disputed by them through the Grievance Procedure Article, as provided for in this Agreement.

130: The grievance shall be initiated by commencing at the Second Step of the Grievance Procedure. Decisions at Final Step of the Grievance Procedure shall be final and binding on the City, Union and employees.

ARTICLE XIII WAIVER

131: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, it is recognized by the parties that this Agreement covers the entire understanding between the City and the Union and no understanding or no oral arrangement of any kind which is not mentioned or referred to or set forth herein shall be of any force or effect upon any party hereto.

ARTICLE XIV STRIKES, WORK STOPPAGES, SLOW-DOWNS AND LOCKOUTS

132: During the life of this Agreement, the Union shall not cause or its members shall not cause, nor shall any employee take part in any strike, sit-down, stay-in, slow-down, picketing or any curtailment or interference with production against the City.

133: During the life of this Agreement, the City shall not lock out any employees in violation of the terms of this Agreement.

134: Any individual employee or group of employees who willfully violate or disregard the provisions of this article or of the Grievance Procedure Article of this Agreement may be summarily discharged by the City, without liability on the part of the City or the Union.

ARTICLE XV EQUIPMENT, ACCIDENTS AND REPORTS

135: Under no circumstances will an employee be required or assigned to abnormally dangerous work, or work in violation of an applicable statute or court order, or governmental regulation relating to safety of persons or equipment. The City hereby agrees to pay for tickets issued to employees because of faulty or unsafe equipment.

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

137: Employees shall immediately or at the end of their shift, report all defects of equipment, such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one (1) copy to be retained by the employee. The Supervisor shall not ask or require any employee to work on any equipment which has been declared by the Department Head or mechanic to be in an unsafe condition.

138: When the occasion arises where an employee gives written report on forms in use by the City of machines or equipment in unsafe working operating condition, and receives no consideration from the supervisor, he shall take the matter up with the officers of the Union who will then take the matter up with supervision. Should a written grievance arise, it shall first be entered at the Third Step of the Grievance Procedure.

ARTICLE XVI BULLETIN BOARDS

139: A bulletin board in each plant shall be provided by the City for the exclusive use of the Union. Such use shall be restricted to the following types of notices:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections, appointments and results of Union elections.
- C. Notices of Union meetings.

140: All material posted on Union bulletin boards must be signed by the Union Steward.

ARTICLE XVII INSURANCE

141: The City shall provide the following insurance as set forth in the appropriate policies.

A. Life Insurance. The City shall pay all of the premium costs for life insurance coverage equivalent to the employee's annual compensation taken to the nearest \$1,000.00 if not already an exact multiple thereof. This shall include Accidental Death and Dismemberment coverage at an amount equal to the employee's life insurance benefit.

B. Sick & Accident Income Insurance. Employees shall be covered based on the following:

- 1. Seventy percent (70%) of base straight-time weekly wage .
- 2. Starts on the fifteenth (15th) day of disability and runs through the twenty-sixth (26th) week of continuous disability.
- 3. The City may self-insure the short-term disability plan.

C. Long-Term Disability. Bargaining unit employees shall receive long-term disability coverage based upon the following:

- 1. Sixty-six and two-thirds percent (66 2/3%) to a maximum of two thousand dollars (\$2,000) per month; provided that if the basic amount of monthly income benefit together with other income benefits as defined in the insurance policy would exceed sixty-six and two-thirds percent (66 2/3%) of the base salary, the amount of

monthly benefit payable shall be reduced to an amount which together with such other income benefits would equal sixty-six and two-thirds percent (66 2/3%) of the base salary.

2. Starts on the first (1st) day of the twenty-seventh (27th) consecutive week of disability and runs to the end of the period of disability or until the end of the month in which the employee attains the age of 70, whichever comes first.

D. Hospital-Medical Insurance. Employees shall be covered for hospital and medical insurance during the term of this Agreement. The extend of coverage shall be comparable to that existing as of June 30, 1987. As an alternative to the standard hospitalization insurance, the City may offer any number of health maintenance organizations and preferred provider organizations. Enrollment in these plans will be strictly voluntary on the part of the employee. The City agrees to pay the employee fifty percent (50%) of any savings realized through enrollment in a health maintenance organization. This monetary bonus will be paid in a lump sum on the first pay day in July of each year and will cover only those months in the previous years that the employee received coverage in an HMO plan. The bonus will be calculated as the cost savings realized as the difference between the premiums paid for the HMO coverage and the standard coverage. In the event that a cost savings is not realized by the City, no monetary bonus will be paid. There will be no monetary bonus offered for participation in a preferred provider organization. All members of this bargaining unit shall be eligible for said bonus who have been enrolled in an HMO for the year of 1987.

E. Dental Program. An insurance program providing for seventy-five percent (75%) payment of general preventative and restorative procedures and fifty percent (50%) payment of prosthodontics. Each employee will receive a copy of this and all other insurance policies as appropriate.

F. Optical Program An insurance program making available to every employee, spouse, dependent children under nineteen (19) years of age or college students up to age twenty-five (25) an eye examination and glasses once every two (2) years, single vision lenses or choice of selected bi-focal lenses, within an expanded range of frames.

G. Retirement Insurance for Employee & Spouse. Upon retirement from the City of Plymouth, the employer shall pay the full health insurance premiums for the employee and his/her spouse at no cost to the employee. Such coverage shall include health insurance, prescription drug rider, dental and vision at the same level of coverage as a current employee.

142. Terms & Conditions of Insurance Coverage:

A. The City reserves the right to select and change insurance carriers and the terms and conditions of the aforementioned policies shall be controlling.

B. Insurance coverage will be effective within the first (1st) month following the month in which an employee attains seniority, with actual date of coverage dictated by the policy of the carrier.

C. Insurance coverage shall terminate:

1. On the date an employee quits or is discharged.
2. At the end of the month an employee is removed from active payroll for any reason, except quit or discharge.
3. When a seniority employee returns to the active payroll, his insurance shall again become effective the first (1st) day of the month following his return to work.
4. When an employee comes off the active payroll, but still retains seniority rights, he may continue his insurance at the group rate for a period of six (6) months, provided he has his insurance payment in to the City by the twenty-fifth (25th) day of each month to cover his payment for the following month's coverage.

ARTICLE XVIII SAFETY COMMITTEE

143. A Safety Committee shall be composed of one (1) Union and one (1) City representative, who will meet when necessary for the purposes of discussing safety and promulgating safety requirements with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

144: When an employee is required by a supervisor to work under a condition which the employee regards as a violation of safety rules, 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 refer the matter to the Safety Committee for consideration and recommendation. When the Union representative on the Safety Committee determines that the issue cannot be resolved by the Committee, he may instruct the employee to file a grievance. This grievance shall first be heard at the Third Step of the Grievance Procedure.

145: The City shall consider the personal safety of the employees in establishing operational procedure. Employees will not be required to perform hazardous jobs alone. Crews assigned to hazardous jobs shall be assigned a safety man designated by the City who shall oversee all safety procedures and shall remain on the job site until the completion of the job. The City reserves the right to designate a supervisory employee as the safety man in addition to their supervisory functions. Should it become necessary for the designated safety man to leave the job site, the employee has the right to cease the hazardous work until such time as the safety man returns.

ARTICLE XIX
RETIREMENT PLAN

146: Michigan Municipal Employee's Retirement System Act No. 135 of Public Acts of 1945, as amended:

Benefit Plan B1 base, including the waiver of Section 47(f) and V-8 rider providing for vesting after eight (8) years of continuous service. Effective 7/1/96, Benefit Plan B-3, including the waiver of Section 47(f) and V-8 rider will be implemented.

147: This plan shall be non-contributory on the part of the employee.

148: Eligibility and benefits under the Retirement System are controlled by law. Each participating employee shall receive a booklet explaining the benefits in detail as published by the State of Michigan.

ARTICLE XX
DISCIPLINARY ACTION OR DISCHARGE

149: Whenever management takes disciplinary action, that is; assesses a written reprimand or penalty layoff, and also in all cases of discharge, then:

- A. The employee and the Union shall be given a written notice of such action.
- B. In penalty layoff and discharge cases, the employee shall have the right to discuss the matter with the Steward prior to leaving the premises.
- C. Grievances protesting a discharge shall be filed at the Third Step of the Grievance Procedure.

ARTICLE XXI
SUBCONTRACTING

150: For the purpose of preserving work and job opportunities for employees covered by this Agreement, the parties agree on the following conditions:

- A. In all cases where certain work is currently being subcontracted and for any reason management decides such work should be assigned to the bargaining unit, management shall have full right to make such re-assignment on a trial basis, for a period of one (1) year. Should, at any time during this one (1) year period, management decide to again subcontract out such work, they shall have full right to do so without restriction.
- B. During periods of any emergency (snowstorm, windstorm, floods, water main breaks, fire, etc.) which overburdens the existing work force relative to time, cost or ability to perform the work, City management shall have full right to subcontract out all or any portion of such work during the period of said emergency; however, the City will attempt to utilize members of the existing work force when they are available.

C. In cases where specific work is currently being performed by bargaining unit employees and City Management decides to subcontract such work, then for the balance of the current Labor Agreement, no bargaining unit employee shall be laid off as a direct result of the management decision to subcontract current work.

D. Should the City decide to contract or subcontract work currently performed by the Union, the City agrees that the Union shall have the opportunity to submit what the Union believes to be alternative cost effective plans to the contracting or subcontracting.

ARTICLE XXII
SEPARABILITY AND SAVINGS CLAUSE

151: If any Article or Section of this Agreement 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 Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those 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.

152: 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. When the parties negotiate under the terms and provisions of this Article, the City shall not have the right to lock out employees in support of its position.

ARTICLE XXIII
EXTRA CONTRACT AGREEMENT

153: The City agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to employees covered by this Agreement, or enter into any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement involving wages, hours or working conditions. Any such Agreement shall be null and void.

ARTICLE XXIV
SPECIAL CONFERENCES

154: Special conferences involving the interpretation and application of this Agreement may be arranged by mutual agreement between the local Union representative and the City Manager, or a designated representative. Arrangement for such meetings will be made in advance and an agenda of the matters to be discussed will be forwarded to each party. The Union Steward will be paid by the City for all time spent in such special conferences that occur within his regular shift hours.

ARTICLE XXV
PICKET LINE

155: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross the picket line at an Employer's premises where a legal strike is in effect that has been ratified or approved by the Union with which such Employer is required to recognize, provided this provision shall not apply when City employees are called for emergency service to the premises of any private or public place of business or location, or in any other situation where the health, welfare or safety of citizens is involved.

156: Within five (5) working days of filing of a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the Grievance Procedure, without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

ARTICLE XXVI
LOSS OR DAMAGE

157: Employees shall not be charged for loss or damage for any City property or equipment unless proof of negligence is shown.

ARTICLE XXVII
GENERAL

158: The City agrees that if any employee is required to wear any kind of special uniform as a condition of his continued employment, such uniform shall be furnished by the City and maintained by the employees. The City shall, as soon as possible after the ratification of this agreement as practicably possible, establish an account with a uniform supplier which will allow employees to purchase shirts, pants, t-shirts and coveralls as needed, but not to exceed \$250 per employee, per year. For the purposes of this agreement, it shall be determined that uniforms or other clothing shall be purchased and delivered to the employee during the period of July 1 through June 30 of each year of this agreement.

159: Suitable raincoats, rain and hard hats, work and rubber gloves, rain boots, and safety equipment, where needed, shall be furnished by the City. The City shall supply to all full-time employees, four (4) t-shirts per man. The City shall pay for all replacements.

160: The City shall furnish washrooms and lockers for changing and storing of clothing.

161: All Department of Public Works employees in the bargaining unit shall be required to wear furnished safety work boots as directed. Each employee must acquire suitable safety shoes. The City will permit the employee to purchase shoe/boots from other than the supplier designated by the City. However, employees will be reimbursed only up to the amount (\$130.00) charged by the supplier designated by the City.

162: The foreman shall be permitted to perform bargaining unit work on a limited basis during regular working hours. Supervisors shall not be used to displace regular employees except in

cases of emergency or if regular employees are not available to perform work. The intent of this paragraph shall not be abused.

163: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee in the unit on any basis made illegal by applicable law.

164: All union employees shall be required to maintain a valid Michigan Commercial Driver's License (CDL). The City shall pay the difference between the renewal cost of a Michigan Operator's License and the required CDL upon submittal of receipts from the Secretary of State. Employees who fail to maintain a valid Michigan CDL shall be transferred to a non-driving position if available or shall be granted a non-paid leave of absence in thirty (30) day increments, as long as progress towards obtaining a CDL is made. Said leave of absence shall not exceed ninety (90) calendar days unless an extension due to unusual circumstances is granted by the City Manager. After ninety (90) calendar days, if the employee cannot present a valid Michigan CDL, the employee shall be demoted to a position not requiring a CDL if available at the discretion of the Department Head or lose all seniority through a non-disciplinary discharge for failure to meet job requirements. An employee demoted to a position not requiring a CDL may be reappointed to his original job classification upon obtaining a CDL if the original position is still available.

165: During the life of this agreement, the Chief Mechanic shall maintain a State of Michigan Department of State Motor Vehicle Mechanic Certificate for a minimum of the following:

- Engine Repair (Auto)
- Manual Transmission & Axles (Auto)
- Front End & Steering (Auto)
- Brakes & Braking Systems (Auto)
- Electrical Systems (Auto)
- Engine Tune-up (Auto)
- Gas Engine Repair (HD Truck)
- Diesel Engine Repair (HD Truck)
- Electrical Systems (HD Truck)

The City shall pay the cost of successful certification for these and additional certifications that the Chief Mechanic may qualify for.

The Mechanic Assistant shall be required to obtain State of Michigan Department of State Motor Vehicle Mechanic Certificate for the following on or before June 30, 1994:

- Brakes & Braking Systems (Auto)
- Front End & Steering (Auto)
- Electrical Systems (Auto)
- Engine Tune-up (Auto)

The City shall pay the cost of successful certification for these and additional certifications that the Mechanic Assistant may qualify for.

Failure to qualify for the above noted State of Michigan Mechanic Certifications shall require the employee to be reclassified as a Maintenance Man II. The vacated position shall then be posted and all seniority union employees will be eligible to apply. In the case of the Mechanic Assistant

APPENDIX 'A' - WAGE SCALE

CLASSIFICATION	7/1/93 (+2.2%)	7/1/94 (+2.1%)	7/1/95 (+2.1%)	7/1/96 (+2.1%)
WATER METER SERVICEMAN				
A. Starting	\$12.73	\$13.00	\$13.28	\$13.56
B. After 1 Year	\$13.21	\$13.50	\$13.78	\$14.08
C. After 2 Years	\$13.73	\$14.02	\$14.32	\$14.62
D. After 3 Years	\$15.33	\$15.66	\$16.00	\$16.34
MAINTENANCE MAN I				
A. Starting	\$12.63	\$12.90	\$13.18	\$13.46
B. After 1 Year	\$13.11	\$13.40	\$13.68	\$13.98
C. After 2 Years	\$13.61	\$13.90	\$14.20	\$14.50
D. After 3 Years	\$15.19	\$15.52	\$15.86	\$16.20
MAINTENANCE MAN II				
A. Starting	\$12.32	\$12.58	\$12.84	\$13.12
B. After 1 Year	\$12.73	\$13.00	\$13.28	\$13.56
C. After 2 Years	\$13.27	\$13.56	\$13.84	\$14.14
D. After 3 Years	\$14.83	\$15.14	\$15.46	\$15.78
MAINTENANCE MAN III				
A. Starting	\$11.97	\$12.22	\$12.48	\$12.74
B. After 90 Days	\$12.10	\$12.36	\$12.62	\$12.90
C. After 6 Months	\$13.31	\$13.60	\$13.90	\$14.20
MAINTENANCE MECHANIC				
A. Start	\$13.03	\$13.30	\$13.58	\$13.88
B. After 1 Year	\$13.53	\$13.82	\$14.12	\$14.42
C. After 2 Years	\$14.06	\$14.36	\$14.66	\$14.98
D. After 3 Years	\$15.65	\$15.98	\$16.32	\$16.66
MECHANIC				
A. Starting	\$15.57	\$15.90	\$16.24	\$16.58
B. After 6 Months	\$18.36	\$18.76	\$19.16	\$19.56
MECHANIC ASSISTANT				
	\$15.38	\$15.70	\$16.04	\$16.38

position, once appointed, the employee shall have two and one-half (2.5) years from the time of appointment to obtain the required certifications.

During the absence of the Chief Mechanic due to scheduled or unscheduled leave time, the Mechanic's Assistant shall be paid \$1.00 per hour shift differential until such time as the required certifications are obtained. Once the Mechanic's Assistant has obtained the required certifications, the Mechanic's Assistant shall be paid \$2.00 per hour shift differential during any scheduled or unscheduled leave time for the Chief Mechanic. Leave time for the Chief Mechanic shall not include scheduled off site training days. This shift differential shall not be paid for overlapping shifts of the Chief Mechanic and the Mechanic's Assistant. This shift differential shall not be paid for emergency call back of the Mechanic's Assistant.

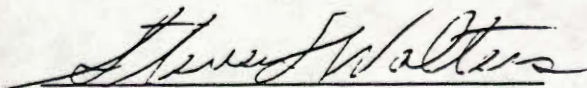
ARTICLE XXVIII
TERMINATION OF AGREEMENT

166: THIS AGREEMENT shall remain in full force and effect until midnight of June 30, 1997, and thereafter for successive periods of one (1) year, unless either party shall, on or before the sixtieth (60th) day prior to July 1, 1997, serve written notice on the other party of a desire to terminate this Agreement. Such notice shall have the effect of terminating the entire Agreement at midnight of June 30, 1997, or any subsequent year, unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, or by other amendments, or by both parties mutually agreeing to extend the expiration date.

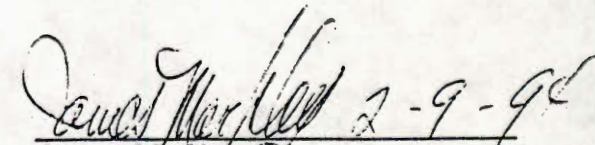
SIGNED THIS _____ DAY OF DECEMBER, 1993

CITY OF PLYMOUTH:

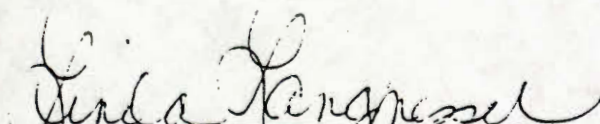
TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:



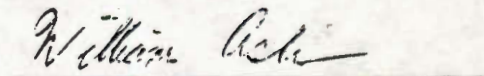
Steven Walters
City Manager



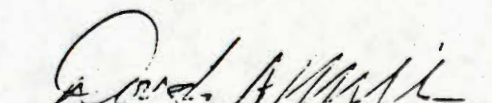
James Markley



Linda Langmesser
City Clerk



William Ash



Douglas A. Miller
Mayor