

11/30/91

A G R E E M E N T

between

CITY OF ROOSEVELT PARK

and

GENERAL TEAMSTERS UNION, LOCAL NO. 406

affiliated with the International Brotherhood of Teamsters

Chauffeurs, Warehousemen and Helpers of America

December 1, 1988 --- November 30, 1991

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

Roosevelt Park, City of

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 1988 by and between the **CITY OF ROOSEVELT PARK**, located at Roosevelt Park, Michigan, party of the first part, and hereinafter termed the "Employer," and **GENERAL TEAMSTERS UNION, LOCAL NO. 406**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter called the "Union."

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

WITNESSETH:

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of Department of Public Works employees covered by this Agreement which includes all full time employees employed by the Employer in its Department of Public Works excluding office and clerical employees, managerial employees, confidential employees, professional employees, casual employees, guards and supervisors as defined in the Act.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert pressure on or discriminate against an employee as regards such matters.

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

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

(b). In accordance with the policy set forth under Paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative,

an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start the first of the month following thirty-one (31) days of employment.

- (c). If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.
- (d). The provisions of this Article I shall not apply to regular part-time employees, summer employees, or temporary employees.

ARTICLE II

NO DISCRIMINATION

It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, age or national origin.

ARTICLE III

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 406, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- (a). Amount of initiation fee and dues will be certified to the Employer by the Secretary Treasurer of the Union.
- (b). Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees. Such deductions shall be made out of the first payroll period of each month.

ARTICLE IV

WAGES

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

ARTICLE V

PROBATION

A new employee shall work under the provisions of this Agreement but shall be employed only on a one hundred and twenty (120) day trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against the Union members and provided that the Employer may extend this probationary period for an additional period of time up to ninety (90) days upon notification of the employee and the Union.

ARTICLE VI

SUBCONTRACTING

If for any reason it should be decided by management to have contractors perform work, management has such right in good faith to place work with outside contractors. There shall be no restriction on the right of the Employer to subcontract or purchase any or all work processes or services. There shall further be no restriction on the right of supervisors to perform bargaining unit work.

ARTICLE VII

EXTRA CONTRACT AGREEMENTS

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

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. The Employer retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified, or limited.

Section 2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its operations and services efficiently and economically, including the right to:

(a). Decide the reasonable services to be performed; the methods of performing the

services; the materials, tools, and equipment to be used; and the discontinuance of any service, or method of service.

- (b) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made, or used and the price to be paid.
- (c). Subcontract or purchase for the construction of new facilities and the improvement of existing facilities and/or all work, processes, or services, component parts and products maintenance and repair work, office services.
- (d). Determine the number, location and types of its buildings and facilities, discontinue temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities, move operations from one location to another.
- (e). Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reductions to hours worked.
- (f). Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department.
- (g). Determine lunch, reset periods, and clean-up times; determine the starting and quitting times and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employee to work overtime.
- (h). Discipline and discharge for cause; adopt, revise, and enforce working rules; maintain order and efficiency in quality; test, investigate, and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.
- (i). Transfer employees, from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications when such assignment is, in the management's judgment, necessary, regardless of the availability of work in their regular classification; require employees to give instruction or the Employer itself may give instruction in special training for selected employees.

Section 3. The list of specific rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of the rights of management not listed or not specifically surrendered herein, whether or not such rights have been exercised in the past.

Section 4. These specific management rights clauses contained hereinabove shall be subject to the seniority provisions and other terms of this Contract.

ARTICLE IX

SENIORITY

Section 1. In reduction of the work force, layoffs shall be by seniority within the bargaining unit.

Recalls to employment shall be made in the reverse order; the highest seniority employee shall be recalled first.

Section 2. The Employer shall post a list of employees arranged in order of their seniority and job title. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority rights shall be lost for the following reasons;

- (a). The employee quits or retires;
- (b). The employee is discharged for cause;
- (c). The employee is laid off for a continuous period of one (1) year or the length of his seniority, whichever is less;
- (d). The employee is absent for three (3) consecutive working days without properly notifying the Employer;
- (e). An employee, upon proper notification of recall from layoff, fails to report within three (3) days of his desire to return to work or fails to return to work within ten (10) days following notification;
- (f). An employee fails to report for work at the expiration of his leave of absence; obtains a leave of absence by giving a false reason; or engages in any other employment during a leave of absence without Employer approval.

Section 4. In the event of a layoff, an employee to be laid off shall be given one (1) week advance notice of layoff.

Section 5. The stewards shall be granted super-seniority for purposes of layoff and rehire, providing they have the ability and qualification necessary to perform the work available.

Section 6. Upon promotion or transfer outside the bargaining unit, an employee shall continue to accrue seniority for six (6) months from the date of promotion or transfer. If, during that time, it becomes necessary for the employee to return to the bargaining unit, it shall be to the former position held by the employee at the time of his promotion or transfer. After six (6) months, the transferred or promoted employee shall cease to accumulate seniority and shall have no bumping rights in the bargaining unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps (No grievance will be considered which is presented more than fifteen (15) working days after it occurs.):

Step 1. By conference between the aggrieved employee, the steward, or both, and the foreman and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the designated Employer representative.

Step 2. After receipt of the written grievance by the designated Employer representative, a conference between Union representatives and Employer representatives will be held within five (5) working day thereafter.

Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days, deliver to the designated Employer representative a written request for a meeting between Union representative and the Employer representative and/or their representatives to review the matter. Such meeting will be held within ten (10) working days from the date of said written request and the Employer will render its decision within seven (7) working days thereafter.

Step 4. In the event that the grievance is not satisfactorily settled in the last step, the parties, or either party, may submit such grievance to the Personnel Appeal Board, provided such submission is made within ten (10) working days after receipt of the last step answer. The Personnel Appeal Board shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Personnel Appeal Board and that any costs under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

Under this Agreement there is a Personnel Appeal Board (appointed by the Mayor and confirmed by the Council) consisting of three (3) members: one a councilman, one a city employee approved by the Union, and one a resident of the city approved by both parties. The Mayor shall also appoint, subject to confirmation by the Council and approval by the Union, one other city employee as an alternate member of the Personnel Appeal Board, who shall serve in place of the city employee member to hear appeals originating from the department in which the city employee member is employed. The Personnel Appeal Board shall hear appeals and shall report in writing to the City Manager and the Union its findings and recommendations.

ARTICLE XI

STEWARDS

The Employer recognizes the right of the Local Union membership to elect one steward and one alternate from the Employer's seniority list of employees whose authority shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievance with his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - (a). have been reduced to writing, or
 - (b). if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Job Steward and his alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the Employer.

ARTICLE XII

LEAVE OF ABSENCE

Section 1. An employee may be allowed leave of absence up to six (6) months without pay and without loss of his employment status upon approval of the department head and City Manager. An employee will not earn vacation or sick leave benefits while on such leave and if such leave is for a period of one (1) month or longer, hospital and life insurance benefits provided by the city will be discontinued for that period. Retirement deposits of an employee may not be withdrawn during a leave of absence. Any absence of an employee from duty that is not authorized by the department head or City Manager shall be deemed to be absence without leave. Any such absence shall be without pay and subject to disciplinary action. Such absence may be covered by a subsequent grant of leave if extenuating circumstance warrant.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment.

Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE XIII

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article XI of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XIV

PICKET LINE

Section 1. 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 enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Union's party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. Within five (5) working days of filing of 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 provision of this Agreement to the contrary withstanding.

ARTICLE XV

NO STRIKE - NO WORK STOPPAGES

While the Union shall undertake every reasonable means to induce employees to return

to their jobs during any period of unauthorized stoppage of work, it is specifically understood and agreed that the Employer, after the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of discipline, including discharge. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members.

ARTICLE XVI

GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. The representative of the Union shall notify the department head prior to meeting with any steward during working hours.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee's consent.

Section 3. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Paydays shall be every other Thursday. The city reserves the right to change pay periods and paydays.

Section 4. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 5. If any employee is sued as a result of any action taken by the employee in connection with performance of his duties, the city will provide legal counsel and render all necessary assistance to the employee in his defense. This Article shall not apply in the case of gross negligence, gross neglect of duty or in the defense of any criminal action.

Section 6. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union and the Employer or his representatives, and the city will be notified of the notice prior to posting.

Section 7. Small tools needed for equipment and maintenance shall be furnished employees. All such tools are the property of the city and shall be stored at the city garage.

Section 8. The Employer will pay the cost of the initial employment physical examination.

Section 9. A set of suitable raincoats, hats and boots will be furnished for all employees where needed. Damaged and worn items shall be replaced by the city and any lost items shall be replaced by the employee.

One pair of work boots will be furnished each year of the Agreement up to Seventy Five Dollars (\$75.00) per pair.

Section 10. On advance written request to the City Manager and with his approval, the Employer will assume the full cost of tuition, books and supplies for the employee who pursues a course that has a direct relationship to its work, upon completion of one (1) semester of college work. If the employee terminates his employment with the Employer within twelve (12) months after completion of the course, the amounts paid by the Employer shall be deducted from his final pay.

Section 11. The Employer will provide rubberized aprons for all operators while working with acid.

Section 12. The Employer will pay for any physical when required and order by the city. The physician is to be designated by the city.

Section 13. The Employer will furnish first-aid kits for each truck. Employees will be accountable for the contents of the first-aid kits.

ARTICLE XVII

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Superintendent of Public Works for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or Superintendent of Public Works.

Section 3. An employee who is injured on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for all hours scheduled on that day, up to eight (8) hours.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report containing all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee, and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable

form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Superintendent of Public Works.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XIX

COURT AND FUNERAL LEAVE

Section 1. Any employee that is subpoenaed as a result of being involved in an accident while on duty and who must attend court, shall suffer no loss in pay. This paragraph shall not apply to an employee appearing in court because of a traffic violation or criminal charge arising from an accident while on duty.

Section 2. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

Section 3. Permanent employees, upon written request, will be granted up to five (5) consecutive days' leave with no loss of regular wages to attend the funeral of his or her spouse, child, or parent; and three (3) days for the death of the spouse's parents or the critical illness of the spouse or a child.

ARTICLE XX

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 1, 1988, to and including November 30, 1991, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of the adoption of the city budget for the ensuing fiscal year in which this Agreement expires. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 2. It is further understood that where no such cancellation or termination notice

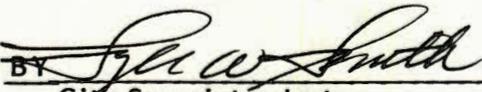
is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to the end of any contract term, advising that such party desires to continue this Agreement but also desire to revise or change terms and conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

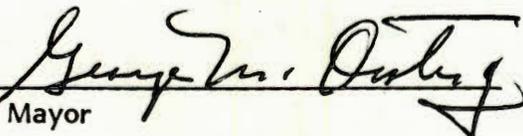
Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

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

FOR THE EMPLOYER -

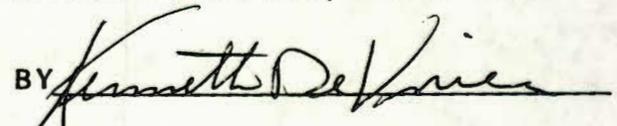
**CITY OF ROOSEVELT PARK
ROOSEVELT, PARK, MICHIGAN**

BY 
City Superintendent

BY 
Mayor

FOR THE UNION

**GENERAL TEAMSTERS UNION, LOCAL
NO. 406**, affiliated with the International
Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America.

BY 
Secretary-Treasurer

SCHEDULE "A"

ARTICLE I

OVERTIME AND HOURS OF WORK

Section 1. The work periods, schedules or shifts are established by the Public Work Superintendent and may be reviewed from time to time in the city's interest.

Section 2. Overtime pay will be one and one-half (1½) times the hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or over forty (40) hours in any week. No overtime work shall be authorized by the department head without the approval of the City Manager.

Section 3. An employee shall be paid three (3) hours' standby pay for call-in on Saturdays and Sundays. He shall be guaranteed two (2) hours' pay at time and one-half (1½) his hourly rate if put to work on the holiday and double time on Sunday.

Section 4. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

Section 5. An employee shall be granted a fifteen (15) minute paid break each morning.

Section 6. Overtime shall be offered by seniority.

ARTICLE II

WAGES

<u>Classification</u>	<u>Rate of Pay</u>
(i) New Hires and employees with less than one (1) year of service.	1st year \$ 8.18 2nd year \$ 8.51 3rd year \$ 8.85
(ii) Employees with one (1) year but less than two (2) years of service.	1st year \$ 9.37 2nd year \$ 9.74 3rd year \$10.13
(iii) *Employees with two (2) years and more of service <u>and</u> who are certified by the Superintendent of the Department of Public Works as qualified to perform all department job duties.	1st year \$10.66 2nd year \$11.09 3rd year \$11.53

*The Employer may withhold fifty cents (50¢) per hour off of the top wage rate until an employee has acquired his S-4 Water Distribution License. This shall apply only to employees hired after December 1, 1988.

ARTICLE III

HOLIDAYS

Section 1. Paid Holidays. If a holiday falls on Saturday, it shall be observed on Friday; and if a holiday falls on Sunday, it shall be observed on Monday.

The following holidays will be observed:

New Year's Day	Day after Thanksgiving
Good Friday	One full day before Christmas Day
Memorial Day	Christmas Day
Fourth of July	December 31st
Labor Day	Two (2) personal day
Thanksgiving Day	

Personal days may be taken each year with the following restrictions:

- (a). May not be taken the day before or after a holiday or vacation.
- (b). Must be requested forty-eight (48) hours in advance, in writing.

Section 2. Holiday Pay. Effective December 1, 1990, employees will be paid double time (2X) rate for all hours worked on a holiday

ARTICLE IV

VACATION LEAVE

Section 1. Eligibility and Amount. Paid vacation time will only be allowed to full-time employees where it has been scheduled in advance and approved by the department head. Employees shall be eligible for annual vacations with pay on the following basis:

<u>Year of Continuous Service Completed</u>	<u>Vacation Days</u>
- Less than one (1) year	5 days
- One (1) year but less than five (5) years	10 days
- Five (5) years but less than Twelve (12) years	15 days
- Twelve (12) years but less than Twenty (20) years	20 days
- Twenty (20) years or more	25 days

Section 2. Probationary Employees. New employees will not be credited with vacation leave until they have completed their six (6) month probationary period.

Section 3. Termination of Employment. Employees leaving the service of the city before the close of the calendar year shall receive vacation pay prorated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half day.

Section 4. Accumulation of Vacation. Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward.

Section 5. Advance Vacation. Annual vacation leave shall not be allowed in advance of being earned and credited.

Section 6. Vacation Pay. An employee on vacation leave shall have one (1) day of vacation credit canceled for each day he would have worked during the normal workweek and shall be paid at the rate he would have earned on that particular day, exclusive of overtime.

Section 7. Vacation Vested Right. Vacation leave shall be considered as a matter of right and if canceled because of work necessity, shall be rescheduled.

Section 8. Scheduling of Vacation. Vacation requests must be submitted by March 15th of each calendar year. Vacation schedules shall be posted by March 31st. Seniority shall be used in determining preference for vacation schedules. The employee with the most seniority will have first choice of scheduling his vacation. If vacation is requested in two or more time periods, a second choice will not be approved until all employees in that department have had an opportunity to schedule their first choice. Vacation requests received after March 15th shall be scheduled on a first come/first served basis in accordance with department's needs as determined by the department head and City Manager.

Section 9. Holiday During Vacation. If any holiday recognized by the city falls within the annual vacation period of an employee, an additional day of vacation leave shall be granted. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating vacation leave credits. If permission is granted by the department head to use a day of vacation on one of the holidays recognized by the city, a day of vacation will be charged to the employee and no additional day of vacation will be granted. He shall be paid straight time for the holiday.

Section 10. Vacation Upon Termination. Employees who voluntarily sever employment with the city shall be required to give two (2) workweeks' notice of their intentions in order to be eligible for vacation pay. Those who are discharged or laid off shall receive vacation pay at the discretion of the City Manager. Vacation time taken after notice of intention to sever employment with the city shall not be considered as part of the two (2) working weeks' required notice.

Section 3. Termination of Employment. Employees leaving the service of the city before the close of the calendar year shall receive vacation pay prorated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half day.

Section 4. Accumulation of Vacation. Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward.

Section 5. Advance Vacation. Annual vacation leave shall not be allowed in advance of being earned and credited.

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ARTICLE V

SICK LEAVE

Section 1. Each employee, upon completion of his probationary period, shall be credited with twelve (12) days of sick leave and thereafter it shall be accumulated at the rate of one (1) day of sick leave for each month of service, with no more than ninety (90) days accumulation. After six (6) months of service, not more than six (6) leave days may be used in advance.

For purposes of defining a month of service, it shall include holidays, vacation time and paid-for sick leave days off on compensable injury.

Section 2. A sick leave day used by an employee shall result in one (1) day of sick leave credit canceled with no loss in pay for what would have otherwise been earned on that day. Such day must be used for a regularly scheduled workday. For purposes of computation, a day of sick leave pay shall be determined by dividing his annual salary by 2,080 hours.

Section 3. The Employer reserves the right to request initially and from time to time thereafter medical verification of the illness or injury for which sick leave is requested.

Section 4. Sick leave may be used for an employee's illness or injury other than that arising out of his employment for which workers' compensation is provided.

Section 5. Employees are expected to notify the Superintendent of Public Works of their expected absence as soon as reasonably possible, but not later than the start of their shift. Failure to do so may result in the loss of sick pay for that day.

Section 6. In the event an employee has a serious illness and has used up all his accumulated sick leave and vacation leave, the employee may request the Employer to extend the sick leave with pay. The Employer, in its discretion, for exceptional circumstances may grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

ARTICLE VI

INSURANCE

Section 1. The Employer shall continue in effect its present group hospitalization program and other employee benefits for the duration of this Agreement, the benefits to be increased to pick up the usual and customary hospital cost.

Section 2. The Employer shall pay the monthly premium cost for life insurance.

Section 3. The Employer reserves the right to select and change the carrier for each

and all of its insurance programs, upon advance notice to the employees, and provided there is no reduction in the benefits. Provided further, the Employer may increase the deductible amount to Two Hundred and Fifty (\$250.00) Dollars from its present rate of One Hundred (\$100.00) Dollars.

Section 4. The Employer's liability with respect to any insurance benefits shall be limited to the payment of or the transmittal of the premiums charged to the Employer or employee, as the case may be, and upon payment or transmittal of such premiums, the Employer shall be relieved of any liability with respect to the benefits under any insurance program.

Section 5. Employees on layoff or leave of absence shall have their insurance premiums paid or transmitted for the month following the month of layoff or leave of absence. Thereafter, it shall be the responsibility of the employee to make arrangements for further payment of premiums.

Section 6. Dental Coverage.

<u>Effective</u>	<u>Coverage</u>
12-1-88	50%/50% coverage - \$300.00 maximum
12-1-89	80%/20% coverage, with the Employer paying 80%, Seven Hundred and Fifty (\$750.00) Dollars maximum.

Section 7. Retiree Insurance. Effective December 1, 1990, the Employer agrees to pay Five Hundred (\$500.00) Dollars per year towards retiree insurance. Payment will be made for retirees between the ages of sixty (60) and sixty-five (65) years of age and will cease when Medicare is available.

ARTICLE VII

LONGEVITY

Section 1. Effective December 1, 1977, full-time employees will be eligible for longevity pay according to the schedule below. Years of service will be calculated from the employee's starting date.

<u>Years of Service</u>	<u>Rate</u>
5 years	2%
10 years	4%
15 years	6%

Section 2. Longevity payment will be semiannual, being paid by July 1st and November 30th.

Section 3. Longevity pay shall not exceed, notwithstanding Section 1 hereof, the sum of Twelve Hundred (\$1200.00) Dollars per year.

ARTICLE VIII

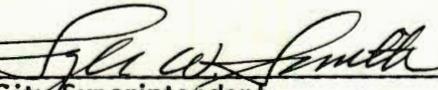
RETIREMENT

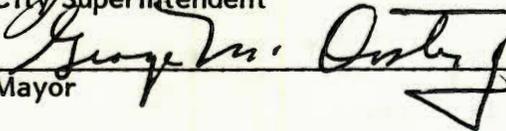
The Employer will continue, from the term of this Agreement, the Michigan Employees Retirement System Plan C-2 as is in existence on the effective date of this Agreement, for all eligible employees. The Employer shall pay the full contribution. Full retirement at 55/15.

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

FOR THE COMPANY

**CITY OF ROOSEVELT PARK
ROOSEVELT, PARK, MICHIGAN**

BY 
City Superintendent

BY 
Mayor

FOR THE UNION

**GENERAL TEAMSTERS UNION,
LOCAL NO. 406**, affiliated with
the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen
and Helpers of America.

BY 
Secretary-Treasurer

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DPW

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December 1, 1985 by and between the CITY OF ROOSEVELT PARK, located at Roosevelt Park, Michigan, party of the first part, and hereinafter termed the "Employer", and LOCAL UNION NO. 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1830 W. Sherman Boulevard, Muskegon, Michigan, party of the second part, hereinafter called the "Union".

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; relations between the parties; WITNESSETH:

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of Department of Public Works employees covered by this Agreement which includes all full time employees employed by the Employer in its Department of Public Works excluding office and clerical employees, managerial employees, confidential employees, professional employees, casual employees, guards and supervisors as defined in the Act.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member

of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

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

(b) In accordance with the policy set forth under Paragraphs (1) and (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start the first of the month following thirty-one (31) days of employment.

(c) If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

(d) The provisions of this Article I shall not apply to regular part-time employees, summer employees, or temporary employees.

ARTICLE II

NO DISCRIMINATION

It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, age or national origin.

ARTICLE III

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local NO. 406, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees. Such deductions shall be made out of the first pay roll period of each month.

ARTICLE IV

WAGES

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

ARTICLE V

PROBATION

A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer

may not discharge or discipline for the purpose of evading this Agreement or discrimination against the Union members and provided that the Employer may extend this probationary period for an additional period of time up to ninety (90) days upon notification of the employee and the Union.

ARTICLE VI

SUBCONTRACTING

If for any reason it should be decided by management to have contractors perform work, management has such right in good faith to place work with outside contractors. There shall be no restriction on the right of the Employer to subcontract or purchase any or all work processes or services. There shall further be no restriction on the right of supervisors to perform bargaining unit work.

ARTICLE VII

EXTRA CONTRACT AGREEMENTS

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

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. The Employer retains all the rights, powers, functions, and authority which it has prior to the signing

of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified, or limited.

Section 2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its operations and services efficiently and economically, including the right to:

(a) Decide the reasonable services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, or method of service.

(b) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made, or used and the price to be paid.

(c) Subcontract or purchase for the construction of new facilities and the improvement of existing facilities and/or all work, processes, or services, component parts and products maintenance and repair work, office services.

(d) Determine the number, location and types of its buildings and facilities, discontinue temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities, move operations from one location to another.

(e) Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reductions to hours worked.

(f) Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department.

(g) Determine lunch, rest periods, and cleanup times; determine the starting and quitting times and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime.

(h) Discipline and discharge for cause; adopt, revise, and enforce working rules; maintain order and efficiency in quality; test, investigate, and improve individual and unit effectiveness, and initiate and carry out cost and general improvement programs.

(i) Transfer employees, from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications when such assignment is, in the management's judgment, necessary, regardless of the availability of work in their regular classification; require employees to give instruction or the Employer itself may give instruction in special training for selected employees.

Section 3. The list of specific rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of the rights of management not listed or not specifically surrendered herein, whether or not such rights have been exercised in the past.

Section 4. These specific management rights clauses contained hereinabove shall be subject to the seniority provisions and other terms of this contract.

ARTICLE IX

SENIORITY

Section 1. In reduction of the work force, layoffs shall be by seniority within the bargaining unit.

Recalls to employment shall be made in the reverse order; the highest seniority employee shall be recalled first.

Section 2. The Employer shall post a list of employees arranged in order of their seniority and job title. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority rights shall be lost for the following reasons:

- (a) The employee quits or retires;
- (b) The employee is discharged for cause;
- (c) The employee is laid off for a continuous period of one (1) year or the length of his seniority, whichever is less;
- (d) The employee is absent for three (3) consecutive working days without properly notifying the Employer;
- (e) An employee, upon proper notification of recall from layoff, fails to report within three (3) days of his desire to return to work or fails to return to work within ten (10) days following notification;
- (f) An employee fails to report for work at the expiration of his leave of absence; obtains a leave of absence by giving a false reason; or engages in any other employment during a leave of absence without Employer approval.

Section 4. In the event of a layoff, an employee to be laid off shall be given one (1) week advance notice of layoff.

Section 5. The Stewards shall be granted super-seniority for purposes of layoff and rehire, providing they have the ability and qualifications necessary to perform the work available.

Section 6. Upon promotion or transfer outside the bargaining unit, an employee shall continue to accrue seniority for six (6) months from the date of promotion or transfer. If, during that time, it becomes necessary for the employee to return to the bargaining unit, it shall be to the former position held by the employee at the time of his promotion

or transfer. After six (6) months, the transferred or promoted employee shall cease to accumulate seniority and shall have no bumping rights in the bargaining unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps (No grievance will be considered which is presented more than fifteen (15) working days after it occurs.):

Step 1. By conference between the aggrieved employee, the Steward, or both, and the foreman and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the designated Employer representative.

Step 2. After receipt of the written grievance by the designated Employer representative, a conference between Union representatives and Employer representatives will be held within five (5) working days thereafter.

Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days, deliver to the designated Employer representative a written request for a meeting between Union representative and the Employer representative and/or their representatives to review the matter.

Such meeting will be held within ten (10) working days from the date of said written request and the Employer will render its decision within seven (7) working days thereafter.

Step 4. In the event that the grievance is not satisfactorily settled in the last step, the parties, or either party, may submit such grievance to the Personnel Appeal Board, provided such submission is made within ten (10) working days after receipt of the last step answer. The Personnel Appeal Board shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Personnel Appeal Board and that any costs under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

Under this Agreement there is a Personnel Appeal Board (appointed by the Mayor and confirmed by the Council) consisting of three (3) members: one a councilman, one a city employee approved by the Union, and one a resident of the city approved by both parties. The Mayor shall also appoint, subject to confirmation by the Council and approval by the Union, one other city employee as an alternate member of the Personnel Appeal Board, who shall serve in place of the city employee member to hear appeals originating from the department in which the city employee member is employed. The Personnel Appeal Board shall hear appeals and shall report in writing to the City ~~Superintendent~~ *Manager* and the Union its findings and recommendations.

ARTICLE XI

STEWARDS

The Employer recognizes the right of the Local Union membership to elect one steward and one alternate from the Employer's seniority list of employees whose authority shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;

2. Collection of dues when authorized by appropriate Local Union action;

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

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Job Steward and his alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer.

ARTICLE XII

LEAVE OF ABSENCE

Section 1. An employee may be allowed leave of absence up to six (6) months without pay and without loss of his employment status upon approval of the department head and City Manager. An employee will not earn vacation or sick leave benefits while on such leave and if such leave is for a period of one (1) month or longer, hospital and life insurance benefits provided by the city will be discontinued

for that period. Retirement deposits of an employee may not be withdrawn during a leave of absence. Any absence of an employee from duty that is not authorized by the department head or City Superintendent shall be deemed to be absence without leave. Any such absence shall be without pay and subject to disciplinary action. Such absence may be covered by a subsequent grant of leave if extenuating circumstances warrant.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment.

Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE XIII

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article XI of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XIV

PICKET LINE

Section 1. 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 enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Union's party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. Within five (5) working days of filing of 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 provision of this Agreement to the contrary notwithstanding.

ARTICLE XV

NO STRIKE - NO WORK STOPPAGES

While the Union shall undertake every reasonable means to induce employees to return to their jobs during any period of unauthorized stoppage of work, it is specifically understood and agreed that the Employer, after the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of discipline, including discharge. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members.

ARTICLE XVI

GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. The representative of the Union shall notify the department head prior to meeting with any Steward during working hours.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee's consent.

Section 3. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Paydays shall be every other Thursday. The city reserves the right to change pay periods and paydays.

Section 4. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 5. If any employee is sued as a result of any action taken by the employee in connection with performance of his duties, the city will provide legal counsel and render all necessary assistance to the employee in his defense. This Article shall not apply in the case of gross negligence, gross neglect of duty or in the defense of any criminal action.

Section 6. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union and the Employer or his representative, and the city will be notified of the notice prior to posting.

Section 7. Small tools needed for equipment and maintenance shall be furnished employees. All such tools are the property of the city and shall be stored at the city garage.

Section 8. The employer will pay the cost of the initial employment physical examination.

Section 9. A set of suitable raincoats, hats and boots will be furnished for all employees where needed. Damaged and worn items shall be replaced by the city and any lost items shall be replaced by the employee.

One pair of work boots will be furnished each year of the Agreement, up to \$75.00 per pair.

Section 10. On advance written request to the City Council and with its approval, the Employer will assume the full cost of tuition, books and supplies for the employee who pursues a course that has a direct relationship to its work, upon completion of one (1) semester of college work. If the employee terminates his employment with the Employer within twelve (12) months after completion of the course, the amounts paid by the Employer shall be deducted from his final pay.

Section 11. The employer will provide rubberized aprons for all operators while working with acid.

Section 12. The employer will pay for any physical when required and ordered by the city. The physician is to be designated by the city.

Section 13. The Employer will furnish first-aid kits for each truck. Employees will be accountable for the contents of the first-aid kits.

ARTICLE XVII

EQUIPMENT ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Superintendent of Public Works for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or Superintendent of Public Works.

Section 3. An employee who is injured on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for all hours scheduled on that day, up to eight (8) hours.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report containing all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee, and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Superintendent of Public Works.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XIX

COURT AND FUNERAL LEAVE

Section 1. Any employee that is subpoenaed as a result of being involved in an accident while on duty and who must attend court, shall suffer no loss in pay. This paragraph shall not apply to an employee appearing in court because of a traffic violation or criminal charge arising from an accident while on duty.

Section 2. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

Section 3. Permanent employees, upon written request, will be granted up to five (5) consecutive days' leave with no loss of regular wages to attend the funeral of his or her spouse, child, or parent; and three (3) days for the death of the spouse's parents or the critical illness of the spouse or a child.

ARTICLE XX

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 1, 1985, to and including November 30, 1988, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of the adoption of the city budget for the ensuing fiscal year in which this Agreement expires. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to the end of any contract term, advising that such party desires to continue this Agreement but also desires to revise or change terms and conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto

set their hands and seals the day and year first above written.

EMPLOYER

CITY OF ROOSEVELT PARK
ROOSEVELT PARK, MICHIGAN

By _____
City Superintendent

By _____
Mayor

UNION

TEAMSTERS LOCAL UNION NO. 406
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

By Marvin Holland
Business Representative

By Edward J. Kauthe
~~Secretary~~ Treasurer

SCHEDULE "A"

A. OVERTIME AND HOURS OF WORK

Section 1. The work periods, schedules or shifts are established by the City Superintendent and may be reviewed from time to time in the city's interest.

Section 2. Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or over forty (40) hours in any week. No overtime work shall be authorized by the department head without the approval of the City Manager.

Section 3. An employee shall be paid three (3) hours' standby pay for call-in on Saturdays and Sundays. He shall be guaranteed two (2) hours' pay at time and one-half (1-1/2) his hourly rate if put to work on the holiday and double time on Sunday.

Section 4. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

Section 5. An employee shall be granted a fifteen (15) minute paid break each morning.

Section 6. Overtime shall be offered by seniority.

B. WAGES

Classification

- | | |
|---|--|
| (i) New Hires and employees with less than one (1) year of service | ✓ 1st year \$7.21 hr.
2nd year \$7.53 hr.
3rd year \$7.87 hr. |
| (ii) Employees with one (1) year but less than two (2) years of service | ✓ 1st year \$8.25 hr. ✓ 1986
2nd year \$8.62 hr. 87
3rd year \$9.01 hr. 88 |
| (iii) Employees with two (2) years and more of service <u>and</u> who are certified by the Superintendent of the Department of Public Works as qualified to perform all department job duties | 1st year \$9.39 ✓ 1986
2nd year \$9.84 87
3rd year \$10.25 88 |

Subsection (iii) determinations shall be made by the Superintendent in his sole discretion based upon the demonstrated ability of the employee to perform and discharge all job responsibilities in a good, safe and workman like manner.

C. HOLIDAYS

If a holiday falls on Saturday, it shall be observed on Friday: and if a holiday falls on Sunday, it shall be observed on Monday.

The following holidays will be observed:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. One full day before Christmas Day
9. Christmas Day
10. December 31st
11. Two (2) personal days

Personal days may be taken each year with the following restrictions:

(a) May not be taken the day before or after a holiday or vacation.

(b) Must be requested forty-eight (48) hours in advance, in writing.

D. VACATION LEAVE

Section 1. Eligibility and Amount. Paid vacation time will only be allowed to full-time employees where it has been scheduled in advance and approved by the department head. Employees shall be eligible for annual vacations with pay on the following basis:

<u>Years of Continuous Service Completed</u>	<u>Vacation Days</u>
- Less than one (1) year	5 days
- One (1) year but less than eight (8) years	10 days
- Eight (8) years	15 days
- Fourteen (14) years	20 days
- Twenty (20) years service	25 days

Section 2. Probationary Employees. New employees will not be credited with vacation leave until they have completed their six (6) month probationary period.

Section 3. Termination of Employment. Employees leaving the service of the city before the close of the calendar year shall receive vacation pay prorated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half day.

Section 4. Accumulation of Vacation. Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward.

Section 5. Advanced Vacation. Annual vacation leave shall not be allowed in advance of being earned and credited.

Section 6. Vacation Pay. An employee on vacation leave shall have one (1) day of vacation credit canceled for each day he would have worked during the normal workweek and shall be paid at the rate he would have earned on that particular day, exclusive of overtime.

Section 7. Vacation Vested Right. Vacation leave shall be considered as a matter of right and if canceled because of work necessity, shall be rescheduled.

Section 8. Scheduling of Vacation. Vacation requests must be submitted by March 15th of each calendar year. Vacation schedules shall be posted by March 31st. Seniority shall be used in determining preference for vacation schedules. The employee with the most seniority will have first choice of scheduling his vacation. If vacation is requested in two or more time periods, a second choice will not be approved until all employees in that department have had an opportunity to schedule their first choice. Vacation requests received after March 15th shall be scheduled on a first come/first served basis in accordance with the department's needs as determined by the department head and City Manager.

Section 9. Holiday During Vacation. If any holiday recognized by the city falls within the annual vacation period of an employee, an additional day of vacation leave shall be granted. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating vacation leave credits. If permission is granted by the department head to use a day of vacation on one of the holidays recognized by the city, a day of vacation will be charged to the employee and no additional day of vacation will be granted. He shall be paid straight time for the holiday.

Section 10. Vacation Upon Termination. Employees who voluntarily sever employment with the city shall be required to give two (2) workweeks' notice of their intentions in order to be eligible for vacation pay. Those who are discharged or laid off shall receive vacation pay at the discretion of the City Superintendent. Vacation time taken after notice of intention to sever employment with the city shall not be considered as part of the two (2) working weeks' required notice.

E. SICK LEAVE

Section 1. Each employee, upon completion of his probationary period, shall be credited with twelve (12) days of sick leave and thereafter it shall be accumulated at the rate of one (1) day of sick leave for each month of service, with no more than ninety (90) days accumulation. After six (6) months of service, not more than six (6) leave days may be used in advance.

For purposes of defining a month of service, it shall include holidays, vacation time and paid-for sick leave days off on compensable injury.

Section 2. A sick leave day used by an employee shall result in one (1) day of sick leave credit canceled with no loss in pay for what would have otherwise been earned on that day. Such day must be used for a regularly scheduled workday. For purposes of computation, a day of sick leave pay shall be determined by dividing his annual salary by 2,080 hours.

Section 3. The Employer reserves the right to request initially and from time to time thereafter medical verification of the illness or injury for which sick leave is requested.

Section 4. Sick leave may be used for an employee's illness or injury other than that arising out of his employment for which workers' compensation is provided.

Section 5. Employees are expected to notify the Superintendent of Public Works of their expected absence as soon as reasonably possible, but not later than the start of their shift. Failure to do so may result in the loss of sick pay for that day.

Section 6. In the event an employee has a serious illness and has used up all his accumulated sick leave and vacation leave, the employee may request the Employer to extend the sick leave with pay. The Employer, in its discretion, for exceptional circumstances may grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

F. INSURANCE

Section 1. The Employer shall continue in effect its present group hospitalization program and other employee benefits for the duration of this Agreement, the benefits to be increased to pick up the usual and customary hospital cost.

Section 2. The Employer shall pay the monthly premium cost for life insurance.

Section 3. The Employer reserves the right to select and change the carrier for each and all of its insurance programs, upon advance notice to the employees, and provided there is no reduction in the benefits. Provided further, the Employer may increase the deductible amount to \$250 from its present rate of \$100.

Section 4. The Employer's liability with respect to any insurance benefits shall be limited to the payment of or the transmittal of the premiums charged to the Employer or employee, as the case may be, and upon payment or transmittal of such premiums, the Employer shall be relieved of any liability with respect to the benefits under any insurance program.

Section 5. Employees on layoff or leave of absence shall have their insurance premiums paid or transmitted for the month following the month of layoff or leave of absence. Thereafter, it shall be the responsibility of the employee to make arrangements for further payment of premiums.

Section 6. 50/50 dental coverage to \$300 maximum

G. LONGEVITY

Section 1. Effective December 1, 1977, full-time employees will be eligible for longevity pay according to the schedule below. Years of service will be calculated from the employee's starting date.

<u>Years of Service</u>	<u>Rate</u>
5	2%
10	4%
15	6%

Section 2. Longevity payment will be semiannual, being paid by July 1st and November 30th.

Section 3. Longevity pay shall not exceed, notwithstanding Section 1 hereof, the sum of \$1,200 per year.

H. RETIREMENT

The Employer will continue, from the term of this Agreement, the Michigan Employees Retirement System Plan C-1 as is in existence on the effective date of this Agreement, for all eligible employees. The Employer shall pay the full contribution. Full retirement at 55/15 in 3rd year of contract.

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

EMPLOYER

CITY OF ROOSEVELT PARK
ROOSEVELT PARK, MICHIGAN

By Robert L. Kramer
City Superintendent

By Raymond Jacobson
Mayor

UNION

TEAMSTERS LOCAL UNION NO. 406
AFFILIATED WITH THE INTERNATIONAL
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WAREHOUSEMEN AND HELPERS OF AMERICA

By Marvin Holland
Business Representative

By Edward J. Kautler
Secretary-Treasurer

CITY OF

Roosevelt Park

900 Oak Ridge Rd. Muskegon, Michigan 49441 • Phone (616) 755 3721

TO: Mayor and City Council
FROM: Lyle W. Smith, City Manager
SUBJECT: Teamsters Contract Negotiations

Tentative Contract Agreement
Between the City and the
Teamsters Local 406
11-18-88

The City has reached a tentative agreement with the Teamsters Local 406 representing the Public Works Department employees for a three year contract agreement which provides the following wage and fringe benefit provisions:

I. Wages

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
4%	4%	4%

II. Fringe Benefits

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Provision of C-2 Pension Plan	Dental Insurance to \$750.00 annually per family (80/20)	Double Time on Holidays

Vacation Schedule established as follows:

1st

Less than 1 year	5 days
1 yrs but less than 5 years	10 days
5 years but less than 12 years	15 days
12 years but less than 20 years	20 days
20 years on	25 days

3rd

Retirees between the ages of 60-65 or until medicare is available will be reimbursed up to \$500. annually for medical insurance premium costs.

In addition to the provisions above the City also negotiated provisions which would require new employees to obtain a S-4 water distribution license or receive less salary and, increase the probationary period from 90 days to 120 days.

LWS:j