

4/30/90

AGREEMENT

This Agreement made as of this 7TH day of APRIL, 1987,
for the period of May 1, 1987, to April 30, 1990, by and between the
CITY OF THREE RIVERS, a Municipal Corporation, hereinafter referred to
as the "City," and TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS,
LOCAL 214, hereinafter referred to as the "Union."

Three Rivers, City of

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THIS AGREEMENT, made and entered into this _____ day of _____, 1987, by and between the CITY OF THREE RIVERS, MICHIGAN, party of the first part, and hereinafter termed the Employer, and TEAMSTERS, STATE, COUNTY, AND MUNICIPAL WORKERS, LOCAL 214, 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 an uniform wage scale, working conditions and hours of employment of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful, industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I

MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, which the Employer had prior to May 1, 1987, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers, and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to manage its affairs, direct select, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addi-

tion, replacement, and removal of equipment, outside purchase of products, the schedules, means and procedures of the operation, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; and to maintain discipline and efficiency of employees, determine the qualifications of employees and regulate quality and quantity of work except as any of the foregoing rights are limited by the express terms of this Agreement.

The Union reserves the right to grieve when action taken by the Employer under this Section is contrary to a specific limitation of such Employer rights contained in this Agreement.

Section 2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance, and subject to the grievance procedure contained in this Agreement.

ARTICLE II

UNION RECOGNITION

Section 1. The Employer recognizes and acknowledges that the Union is the representative in collective bargaining with the Employer of the employees in the following unit.

Definition

All Department of Public Services, Parks and Cemetery employees of the City of Three Rivers in the following classifications:

Equipment Mechanic
Equipment Operator II
Water Meter Technician
Equipment Operator I
General Maintenance Worker

Section 2. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed above and any future classification which performs the same or similar work listed above.

Section 3. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives 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.

(b) In accordance with the policy set forth under paragraphs and (1) and (2) of this Section, all employees in the bargaining unit, shall as a condition of continued employment, pay to the Union, the employees' 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 employees such payments shall commence thirty-one (31) days following the date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date 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.

Section 4. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of Local 214 and pay such amount deducted to said Local 214 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

Section 5. Amount of dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 6a. Dues deducted for any calendar month by the Employer will be remitted to the designated finance office of the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those Employees who have signed check-off authorizations, and whose dues have been deducted from their pay checks.

Section 6b. Where an employee who is on check-off is not in the payroll during the week in which deduction is to be made or who has had no earnings, or sufficient earnings that week or is on a leave of absence, double deductions will be made the following months.

ARTICLE III

UNION ACTIVITIES

Section 1. All employees and regular members of the Union and the lawful representatives of the Union, shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining, or for the mutual aid and protection of the Union and its members, and to express or communicate any lawful view, grievance, complaint, or opinion related to any conditions of employment, free from any restraint, interference, coercion, discrimination or reprisal, or the threat thereof, providing grievance procedure in Article V are followed.

BARGAINING AND GRIEVANCE TIME

Section 2. (a) Members of the Union shall be afforded reasonable time during regular working hours, without loss of pay, to participate in collective bargaining or negotiations, and grievance procedures provided that they have the prior approval of the Director of Public Services, Park/Cemetery Superintendent, or City Manager.

(b) Collective bargaining by the Union shall be done by a Union Bargaining Committee, with or without the assistance of authorized agents, representatives, and/or attorneys. The number of Union members on the Union Bargaining Committee participating in any negotiating session shall normally not exceed three (3). Members of the Union Bargaining Committee shall be paid their regular pay for reasonable time lost during their regularly scheduled working hours at their regular rate of pay, but in no event will more than three (3) members of the Union Bargaining Committee be paid for participation in any one session.

(c) Grievances may be handled by a Union Grievance Committee. The number of members of the Union Grievance Committee participating in the processing or hearing of any grievance shall normally not exceed three (3) including the aggrieved employee. Members of the Union Grievance Committee engaged in the processing or hearing of any grievance during their regularly scheduled working hours shall be paid for such time lost at their regular rate of pay, but in no event will more than three (3) members of the Union Grievance Committee be paid for participation in any one session.

ARTICLE IV

UNION MEETINGS

The Union may be permitted to schedule meetings on City property so long as such meetings are not disruptive of the duties of employees of the department or the efficient operation of the department, and provided further, that prior approval for such meetings is received from the Director of Public Services or City Manager.

ARTICLE V

GRIEVANCE PROCEDURE

A grievance is an expressed violation of a specific article or section of the Agreement.

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessations of work through the use of any method of lockout, every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. All complaints and grievances which an employee in the service may have because of any action affecting his status or conditions of employment may be handled in accordance with the following steps.

Step One. By conference between the aggrieved employee, the Steward, or both and his immediate supervisor. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within five (5) working days of the alleged grievance.

Step Two. (1) Grievances not settled in Step One shall be presented in writing as set forth in Step One above, to the Director of Public Services or Park/Cemetery Superintendent. The employee may appear before the Director of Public Services or Park/Cemetery Superintendent in his own behalf, and with his Steward if desired.

(2) The Director of Public Services or Park/Cemetery Superintendent shall write his disposition of the case on all copies of the form and return them to the employee, or his designated representative, within five (5) working days thereafter.

Step Three. If the grievance is not settled in Step Two, the Union, no later than the end of the fifth (5th) working day following completion of Step Two, may make written request to the City Manager for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the Employer in Step Two.

If the Union requests such further meeting, it shall be held as promptly as practicable, but no later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants, or other persons as it shall select.

If such further meeting be held, the City Manager shall give written disposition of the grievance to the Union no later than the end of the fifth (5th) working day following the date of such meeting.

Step Four. Arbitration. If the grievance disposition given in Step Three is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have² been settled on the basis of the disposition given to it in Step Three, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step Three, the Union Steward shall within thirty (30) calendar days after the day of the Employer's disposition in Step Three, notify the Employer in writing that it elects to take the matter to arbitration.

In the event that the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association. A list of five (5) arbitrators will be requested from the American Arbitration Association, with each party having the right to strike two (2) names, alternately. The arbitrator remaining on the list shall serve as the independent arbitrator. The Employer, the Union, and the independent arbitrator, shall be subject to the following, which shall control if there be conflict with a rule of the American Arbitration Association.

1. The Arbitrator will be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
2. The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
3. It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

4. Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance.
5. The Union's administrative fee and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.
6. The Arbitrator's decision, on an arbitrable matter within his/her jurisdiction, shall be final and binding upon all parties.
7. Only one (1) grievance shall be presented to an Arbitrator in any one (1) hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

Section 3. Grievances Procedure - General. It is understood and agreed that any grievance settled arrived at hereunder, between the Employer and the Union, is binding upon both parties and cannot be changed by any individual employee. If the Employer's representative in Step One or in Step Two fails to provide disposition of a grievance within any time limit set forth for him/her herein, the grievance shall automatically be advanced to the next step, Step Two or Step Three, respectively.

Grievance time limits for all steps of the grievance procedure may be extended by the mutual written agreement of the Employer and the Union.

It is agreed that any grievance must be submitted in Step One of the written procedure within seven (7) calendar days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such

claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, with the foregoing limitation, less any amount received by him from employment, self-employment, or unemployment compensation; provided, that earnings from a second job will be considered only to the extent that they exceed the earnings during the time discharged employee was employed by the Employer.

Whenever "working day" is used in Article V, it shall mean the weekdays of Monday through Friday, inclusive except for scheduled holidays, which shall be excluded.

Section 4. Discharge and Suspension. In the event that an employee in the unit who has completed his/her probationary period shall be suspended from work for disciplinary reasons, or has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager, or his designate, as provided in Step Three of the grievance procedure.

- (A) The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying the suspension or discharge.
- (B) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and surrounding

circumstances, and such filing shall further constitute a release of the Employer from any and all liability by reason of such disclosure.

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay but not including any overtime lost, at the time of such discharge or the start of suspension, less any compensation he may have earned at other employment during such period. The Employer may satisfy a back-pay award, in whole or in part, by making payments to the Michigan Employment Security Commission on the wrongfully discharged employee's account, to the extent necessary to reimburse the Michigan Employment Security Commission for benefits which the employee would be required to repay because of the back-pay award.

The Employer and Union agree that all infractions of violations of department rules shall be promptly brought to the attention of the involved employee and shall not be allowed to accumulate without comment, for future action.

ARTICLE VI

UNION REPRESENTATIVES

The employees covered by this Agreement will be represented by a Steward who shall be chosen and selected in a manner determined by the Employees and the Union.

ARTICLE VII

NEW EMPLOYEES AND JURISDICTIONAL RULES

Section 1. A new employee shall work under the provisions of this Agreement, shall be employed only on a six (6) month trial basis, during which period he may be discharged without further recourse to the grievance procedure. No such discipline shall be for the purpose of interfering with employee's rights under Article II, Section 2. Upon satisfactory completion of the six (6) month probationary period, the employee shall be placed on the regular list as of date of hire. In case of discipline the Employer shall notify the Union in writing.

Section 2. Certified Public Works Department Employees of the Employer not covered by this the terms of this Agreement may temporarily perform work covered by this Agreement, but in no event that such work by non-unit employees shall be at a time when there is a layoff of employees covered by this Agreement, the Employer shall meet with the Union, upon request, before it directs such non-unit employees to perform such unit work.

ARTICLE VIII

EXTRA CONTRACT AGREEMENTS

Section 1. 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 IX

LAYOFFS

Section 1. In reducing the work force because of lack of work or other legitimate cause, employees will be laid off in inverse ratio to their date of hire, the most recently hired being the first laid off, so long as this procedure is not in conflict, or illegal, according to federal or state laws, or court decisions.

Section 2. Seniority as in Section 1 of this Article shall be broken only by discharge, failure to report for work for three (3) consecutive days without notifying the Employer, voluntary quit or a layoff for a period equal to the time served by the employee in the unit up to a period of eighteen (18) months.

Section 3. In the event of a layoff, an employee so laid off shall be given one week (5 working days) notice of layoff and two (2) weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself/herself available for work at the end of the said two (2) weeks, he/she shall be considered a "voluntary quit."

Section 4. The Steward shall be considered last for layoff, and first for rehire, providing he/she has the ability[§] and qualifications.

Section 5. The Employer shall post a list of the employees arranged in order of their most recent date of hire. This list shall be posted in a conspicuous position at the place of employment.

ARTICLE X

TRANSFERS AND PROMOTIONS

Section 1. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall not accumulate seniority while working outside of the bargaining unit.

Section 2. Effective July 1, 1987, the City agrees to institute a training program for employees in lower classifications who have completed the probationary period in order to develop their skills and enable them to qualify for work in the higher classifications on a regular or as-needed basis. The program shall continue for eighteen (18) months and may be extended by the Employer from time to time thereafter based on the needs of the employee and the Employer.

An employee who has successfully completed either thirty (30) hours of supervisory work on each piece of equipment for which proficiency is required in the higher classification or who has been certified as qualified the employee shall be deemed eligible to bid on a vacancy in the higher classification.

A vacancy in a higher classification shall be filled by the most senior eligible employee, provided that the employee has performed satisfactorily in his present classification or position. Should no qualified current employees apply for a vacant position, the City retains the right to hire or promote from outside the unit.

Section 3. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for a position in a conspicuous place in each building. Employees interested shall apply within seven (7) calendar days posting period.

Section 4. During a four (4) week period, the employer shall have the opportunity to transfer the employee to his/her former classification, if the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the grievance procedure.

Section 5. Employees required to work in a higher classification shall be paid the rate of the higher classification if they perform the duties of the higher classification. From the onset of the assignment provided the employee has completed thirty (30) hours on the piece of equipment or been certified as qualified by management prior to the assignment.

Section 6. Rates for New Jobs. When a new position is placed in a unit and cannot be placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE XI

HOURS OF WORK

Section 1. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work by management to remain on the job.

The normal work day for all employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period. The lunch period shall be unpaid and in addition to the eight (8) duty hours. In addition, each employee may take a ten (10) minute release period during each half day of the work day.

HOURS OF WORK

PARKS AND CEMETERY

7:30 a.m. to 4:00 p.m. = 8 hours

UTILITIES AND FORESTRY

Summer (Eastern Daylight
Savings Time)

7:00 a.m. to 3:30 p.m. = 8 hours

Winter (Eastern Standard Time)

8:00 a.m. to 4:30 p.m. = 8 hours

METER READERS
& MAINTENANCE

8:00 a.m. to 4:30 p.m. = 8 hours

STREETS & MAINTENANCE

1st Shift

7:00 a.m. to 3:30 p.m. = 8 hours

2nd Shift

3:00 p.m. to 11:30 p.m. = 8 hours

3rd Shift

10:30 p.m. to 7:00 a.m. = 8 hours

Section 2. Call-In Pay. An employee not on duty who has left the premises and is later called back for emergency work shall be paid applicable rates at time and one-half (1 1/2) for a minimum of two (2) hours on weekdays and Saturdays and at double time for a minimum of two (2) hours on Sundays or Holidays, regardless of the time actually worked, or for the actual time if the call-in work exceeds two (2) hours. The employee shall be compensated in this manner each and every time he is required to come in after having left the premises.

Section 3. Overtime. Overtime, at one and one-half (1 1/2) times the regular hourly rate, shall be paid for hours worked in excess of eight (8) hours in a work day or in excess of a total of forty (40) hours of work in a work week. Except as provided in Section 2, pertaining to Call-In Pay, an employee shall receive overtime pay on a quarterly (1/4) basis and for any part of a quarter (1/4) hour actually worked.

Section 4. Stand-By-Duty-Pay.

(a) If an employee is on stand-by and he/she is not called back to work, he/she shall receive two (2) hours pay at his/her regular rate of pay for weekdays and three (3) hours pay at his/her regular rate of pay for Saturdays, Sundays and Holidays.

(b) If the employee on stand-by duty is called back to work on a Saturday, instead of (a) above, he/she shall receive pay at time and one-half (1 1/2) for a minimum of three (3) hours of the actual hours worked, whichever is greater.

(c) If the employee on stand-by duty is called back to work on a Sunday or a Holiday, instead of (a) above he/she shall receive pay at double time for a minimum of three (3) hours of the actual time worked, whichever is greater.

(d) If the employee on stand-by duty is called back to work more than one time during any stand-by period he/she shall receive pay only for the actual time periods worked, or for three (3) hours, whichever is greater.

Section 5. Shift Preference. Shift preference will be granted on the basis of seniority within the job classification. Any employee who elects a certain shift may not exercise their seniority again for a period of one (1) year, except in cases of layoffs where seniority may be used.

ARTICLE XII

SAFETY, HEALTH, WELFARE AND EDUCATION

Section 1. The Employer will continue the objective of eliminating accidents and health hazards. The Employer shall make reason-

able provisions for the safety and health of its employees during the hours of their employment. The City will provide safety training for all employees on a regular basis. This training will be presented by MIOSHA, Michigan Municipal Risk Management Authority, or an equivalent training agency.

Section 2. The Employer shall first consider the personal safety of the employees in establishing operation procedures.

Section 3. An employee who is injured while 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 the whole day.

Section 4. The Employer shall not require employees to take out on the streets or highways any equipment 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 unless such refusal is unjustified. The determination of "safe operating condition" shall be made by the Safety Committee.

Section 5. Any employee involved in any accident shall immediately (and not later than the end of his shift) report said accident and any physical injury sustained. The employee shall make out the report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer, including termination.

Section 6. It is the duty of the employee, and he/she shall do so immediately or at the end of his/her shift, to 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 Safety Committee.

Section 7. The City will provide the following, to be signed for by the employee, to be used during employment with the City and shall be returned to the Employer if the employee leaves the employment of the City: a) hard hats; b) hip boots; c) safety glasses; and d) rain slickers. All union employees will receive a semi-annual stipend of sixty-five dollars (\$65.00) for boots, weather and winter gear to be used in their course of employment with the City. In addition, the City will provide gloves/arm pads and aprons for welder's use. The semi-annual stipend will be paid on July 10 and January 10 of each year.

ARTICLE XIII

STRIKES, WORK INTERRUPTIONS

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or in any way abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer.

ARTICLE XIV

PAY PLAN AND CLASSIFICATIONS

Section 1. Wage Adjustments.

Effective July 1, 1987, through April 30, 1990, the City will pay employees' portion of M.E.R.S. contribution.

Section 2. Hourly Rates of Pay.

<u>Date</u>	<u>Group</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
07/01/87	3	\$6.83	\$7.41	\$7.99	\$8.91
	2	6.32	6.91	7.30	8.49
	1	4.90	5.47	7.07	7.32
01/01/88	3	7.03	7.63	8.23	9.18
	2	6.46	7.07	7.47	8.69
	1	5.01	5.59	7.27	7.49
07/01/88	3	7.25	7.86	8.10	9.38
	2	6.61	7.23	7.64	8.89
	1	5.13	5.71	7.40	7.66
01/01/89	3	7.35	8.00	8.25	9.55
	2	6.67	7.30	7.72	8.99
	1	5.14	5.75	7.47	7.74
07/01/89	3	7.49	8.14	8.39	9.75
	2	6.72	7.37	7.80	9.10
	1	5.15	5.78	7.54	7.82
01/01/90	3	7.72	8.39	8.65	10.00
	2	6.88	7.54	7.98	9.31
	1	5.27	5.92	7.72	7.90

Mechanic will receive a \$.50 or \$.20/hour increase as a bonus for each certificate with maximum of \$1.00/hour within Job Group 3 to be determined at a later date by mutual agreement.

Job Group One (1) includes the General Maintenance Worker classification as identified in the previous agreement.

Job Group Two (2) includes the Equipment Operator I and Water Meter Technician classifications identified in the previous agreement.

Job Group three (3) includes the Equipment Operator II and Mechanic position classifications identified in the previous agreement.

Should the Employer elect to fill the mechanic position and is unable to fill the position, the Employer reserves the right to employ a mechanic at any of the hourly rates of pay identified in that Job Group for that year.

Section 3. An employee who is promoted to a higher classification will receive an increase to the starting rate of the higher classification, or an increase of \$.10 per hour over employee's then current rate, whichever is greater.

Section 4. The City will provide quality tools for the use of bargaining unit employees in the performance of their first echelon mechanical duties (See Appendix A).

ARTICLE XV
HOLIDAYS

Section 1. The following holidays will be observed by all employees in the unit:

1987-88

1. Employees' Birthday
2. July 3, 1987 - Independence Day
3. September 7, 1987 - Labor Day
4. November 26, 1987 - Thanksgiving Day
5. November 27, 1987 - Thanksgiving Day Extension
6. December 24, 1987 - Christmas Eve Day
7. December 25, 1987 - Christmas Day
8. December 31, 1987 - New Year's Eve Day
9. January 1, 1988 - New Year's Day
10. April 1, 1988 - Good Friday
11. May 30, 1988 - Memorial Day

1988-89

1. Employees' Birthday
2. July 4, 1988 - Independence Day
3. September 5, 1988 - Labor Day
4. November 24, 1988 - Thanksgiving Day
5. November 25, 1988 - Thanksgiving Day Extension
6. December 23, 1988 - Christmas Extension
7. December 26, 1988 - Christmas Day Extension
8. December 30, 1988 - New Year's Extension
9. January 2, 1989 - New Year's Day Extension
10. March 24, 1989 - Good Friday
11. May 29, 1989 - Memorial Day

1989-90

1. Employees' Birthday
2. July 4, 1989 - Independence Day
3. September 4, 1989 - Labor Day
4. November 23, 1989 - Thanksgiving Day
5. November 24, 1989 - Thanksgiving Day Extension
6. December 22, 1989 - Christmas Extension
7. December 25, 1989 - Christmas Day
8. December 29, 1989 - New Year's Extension
9. January 1, 1990 - New Year's Day
10. April 13, 1990 - Good Friday
11. May 28, 1990 - Memorial Day

Holiday premium pay shall be given if employees are scheduled for work on the above-designated holidays only. Double time pay will be paid for work performed on holidays plus holiday pay.

Section 2. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered part of a vacation and shall be taken by extending the vacation period one (1) day for each holiday.

ARTICLE XVI

GENERAL

Section 1. 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, with employee consent, and at the convenience of the Employer.

Section 2. 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.

Section 3. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 4. The Employer will supply eight (8) uniforms and one (1) coverall for all department employees or nine (9) uniforms at the employee's option equivalent quality to Sear's or Penney's top of the line uniforms. The uniforms will be the property of the City. Upon termination of employment, the employee will return all uniforms in good condition, excepting normal wear and tear. Uniforms are to be only used by the employee during the performance of his/her work duties. Replacement uniforms will be provided when need is substantiated. Employees will begin work day with a clean uniform in good condition. For the comfort of the employee during hot/humid conditions, the shirt portion of the uniform may be removed providing, however, a solid color "T" shirt is worn.

Section 5. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the lawful performance of his duties and responsibilities.

Section 6. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of 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 Representative or the Steward for the Union and the Employee or his Representative.

Section 7. The Employer will provide wash rooms and lockers for the changing and storing of clothes.

ARTICLE XVII

ANNUAL VACATION

Section 1. Every full-time employee shall earn vacation as provided by the following schedule:

- (a) 1 year but less than 5 years of service -- 10 days
- (b) 5 years but less than 10 years of service -- 15 days
- (c) 10 years and thereafter -- 20 days

Section 2. Upon the completion of one (1) year of service and satisfactory completion of the probationary period, each new employee shall be credited with 80 hours vacation time. Thereafter he, and all other employees earning 10 days vacation, shall be credited with 3.08 hours for each pay period, for those employees earning 15 days vacation shall be credited with 4.62 hours each pay period, and for those employees earning 20 days vacation shall be credited with 6.16 hours each pay period.

Section 3. No vacation will be permitted during the probationary period; however, vacation is earned during that period.

Section 4. Vacation may be accumulated to maximum of two (2) year accumulations. Vacation time not taken is lost unless time not taken is for the convenience of the City, in which case, payment of lost vacation time will be made; however, the City Manager must give his prior approval.

Section 5. Vacation will be granted by the City as approved by the Department Head. Employees shall apply in writing on the form provided for available vacation days. Vacation days will be granted based on available days and the employee requests. Vacation preference will be given to employees with the highest Job Classification.

Requests of all other employees in the same or similar Job Classification, will be considered in descending order based on seniority.

Lower Job Classifications shall be considered in like order.

Section 6. Vacation pay will be paid in advance if requested at the time vacation leave is requested.

Section 7. Upon termination of employment, the employee shall be paid for accumulated vacation at his/her regular rate. This includes vacation accumulated during the year of termination of employment.

ARTICLE XVIII

SICK LEAVE

Section 1. All employees shall receive (8) days of sick leave on July 1 of each year which days shall be non-cumulative. Employees accumulated sick leave balance will be continued, without further accruals.

Section 2. Sick leave shall be available for use by the employees for the following purposes:

(a) Personal illness or incapacity over which the employee has no reasonable control.

(b) Physical examinations, medical, dental, or other health treatments which cannot be scheduled outside of the employee's scheduled work time, provided such use of sick leave shall be taken in not less than one (1) hour increments.

(c) Up to two (2) personal business leave days per year, provided that the employee is a permanent, full-time employee who has completed the probationary period, and provided further that the employee requests the leave at least three (3) regularly scheduled shift days in advance of the requested time off or receives approval from his supervisor.

Section 3. Recognized holidays falling within a period of sick leave use shall not be counted as sick days.

Section 4. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first (1st) day must, however, be provided to the satisfaction of the City Manager or City Engineer.

Section 5. A regular employee who suffers injury compensable under the Workers' Compensation Act shall be allowed to use accumulated sick leave to make up the difference between his regular net salary (gross salary less all deductions for federal, state, and local taxes) and his Workers' Compensation benefits. Accumulated sick leave shall be used as needed to make up the differential between regular net salary and Workers' Compensation benefits. Upon depletion of accumulated sick leave, differential payments will terminate.

Section 6. Employees will be required to submit a report from a doctor, upon request from the City Engineer or City Manager, following an illness or injury indicating that he/she is physically able to do work available, prior to his/her return to active work.

Section 7. One hundred percent (100%) of accrued sick leave will be paid out to employees upon death or retirement at the rate of pay of the last day of employment up to ninety (90) days of accumulated sick leave. Accrued sick leave will be paid to voluntary terminated employees at a rate of fifty percent (50%) of their rate of pay of the last day of employment, up to thirty (30) days of accumulated sick leave.

Section 8. The City agrees to a 75% payout at current salary base rate of unused portion of 8-day (64 hours) non-accumulative sick leave allowance. Payment will be made on the second pay day in August of each year.

ARTICLE XIX

INSURANCE

Section 1. The Employer shall pay the full premium for coverage of one and one-half (1 1/2) times each employee's salary or \$15,000 (whichever is greater) AD & D group term life insurance policy for each employee under this Agreement. This insurance shall be with such company and upon such terms as the City may from time to time determine.

Section 2. The Employer agrees to provide group health insurance for each employee and his family, equivalent to the coverage on April 30, 1987, including hospitalization, master medical, vision, hearing, a co-pay drug rider and dental which provides Class I Benefits, 75% Plan, 25% Employee; Class II Benefits, 50% Plan, 50% Employee. However, in the event that the current health care provider modifies the existing program or a substantial rate increase occurs, the City and the Union will meet to negotiate new terms and conditions of health care costs and benefits.

Section 3. The Employer agrees to provide weekly income benefit insurance for each employee. Should an employee be unable to work due to accident or illness, not subject to Workers' Compensation benefits, such insurance shall provide from the first (1st) calendar day of accident, or eighth (8th) calendar day of sickness, income benefits equivalent to seventy percent (70%) of employee's regular base salary rate and are payable for a maximum period of twenty-six (26) weeks for any one (1) occurrence.

Section 4. All insurance provided for by the Employer in Sections 1, 2, and 3 above, shall be with such company and upon such terms as the City may from time to time determine and shall be maintained at levels substantially comparable to those currently in effect.

ARTICLE XX

SOCIAL SECURITY

All employees permitted by federal law shall contribute to and participate in the benefits of Federal Social Security as provided by law. The City will fulfill all of its obligations toward Social Security as provided by law.

ARTICLE XXI

WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees though not required by law.

ARTICLE XXII

RETIREMENT SYSTEM

Employees will be participants in the Michigan State Employees' Retirement System, C2/47f Plan.

ARTICLE XXIII

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department employees, if it would cause a layoff of any of its present employees in the bargaining unit at the date of this Contract.

ARTICLE XXIV

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 provisions held invalid.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement will remain full force and agreement from May 1, 1987, through April 30, 1990, and thereafter until amended or modified as provided herein. Either party hereto may, on or after January 15,

1990, serve a notice in writing upon the other party of its desire to amend or terminate this Agreement, effective May 1, 1987. In such event, the parties and/or their representatives shall commence negotiations immediately on such proposed amendment for a succeeding agreement.

ARTICLE XXVI

EMERGENCY LEAVE

Employees will be granted up to three (3) working days leave for death in the immediate family without loss of pay. The following shall be considered immediate family: Wife, husband, child, step-child, grandchild, father, step-father, mother, step-mother, brother, sister, grandfather, grandmother, and spouse's child, step-child, grandchild, father, step-father, mother, step-mother, brother, sister, grandfather, and grandmother.

ARTICLE XXVII

LEAVE OF ABSENCE

Leave of absence without pay may be granted at the discretion of the City Manager. In no case, except military service, shall the leave be greater than six (6) months, although extension may be granted at the expiration of leave. Leave without pay will be granted only upon formal application in writing, and this application shall state the reason for requesting the leave of absence.

ARTICLE XVIII

LONGEVITY PAY

After five (5) years of continued service - 1% of base salary.
After ten (10) yeras of continued service - 2% of base salary.
After fifteen (15) years of continued service - 3% of base salary.

The amounts above will be paid the employee no later than the first (1st) pay period in December of each year.

ARTICLE XXIX

OTHER CONDITIONS OF EMPLOYMENT

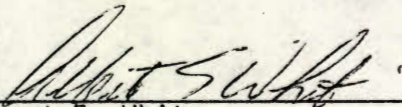
Section 1. The Employer agrees that all conditions of employment, relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless said conditions are not provided for in the Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Union that it deems a condition to exist, in which the Employer may unilaterally revoke or ratify said condition.

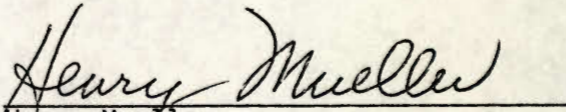
It is further agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error.

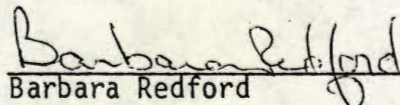
Approved and adopted this 7TH day of APRIL, 1987, by
the City Commission of Three Rivers, Michigan, and the Teamsters
State, County, and Municipal Workers, Local 214.

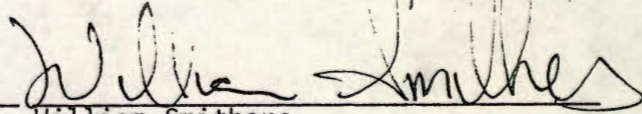
FOR THE CITY OF
THREE RIVERS, MICHIGAN

FOR THE TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214


Albert E. White
Mayor


Henry Mueller
Business Representative


Barbara Redford
City Clerk


William Smithers
Union Steward

APPENDIX A

FIRST ECHELON MAINTENANCE

The City of Three Rivers Classification Plan for the Public Services, Park and Cemetery Departments states that the employee will be required to accomplish First Echelon Maintenance. If the repair is beyond the first echelon level, he/she should receive compensation of a mechanic's position. This compensation must be approved by the supervisor prior to the repair work beginning.

To better define the level of first echelon maintenance, the City of Three Rivers has prepared a comprehensive definition. The City has separated the equipment into seven (7) categories.

- Light Duty Vehicle
- Light Tractor and Attachments
- Trailered Equipment
- Trailers
- Heavy Construction Equipment
- Heavy Duty Truck and Attachments
- Small Engine Equipment and Attachments

Each category lists the equipment in the classification and the maintenance responsibilities of the employee.

The City of Three Rivers feels that the employee in his/her classification should have the basic knowledge of the maintenance of the equipment. All employees will be trained if necessary, in the maintenance of the equipment within the employee's classification.

LIGHT DUTY VEHICLE

Equipment in Classification

Cars, Vans, Pickups, 1-Ton Utility and 1-Ton Dump Trucks

First Echelon Maintenance

Remove and replace wheels
Change or clean air filters
Add fluids
Change wiper blades
Change light bulbs
Change fuses
Libricate
Change mud flaps

LIGHT TRACTOR AND ATTACHMENTS

Equipment in Classification

Tractor (JD 301 or Similar)

First Echelon Maintenance

Change or clean air filters
Add fluids
Change wiper blades
Change light bulbs
Change fuses
Libricate
Change mud flaps
Install and adjust attachment
Sharpen or replace blades

TRAILERED EQUIPMENT

Equipment in Classification

Brush Chipper, Sewer Jet, Air Compressor

First Echelon Maintenance

Remove and replace wheels
Change or clean air and water filters
Add fluids
Change light bulbs
Change fuses
Libricate
Change sewer jet hoses
Change chipper blades

TRAILER

Equipment in Classification

Single, double and tri-axle trailers

First Echelon Maintenance

Remove and replace wheels
Change light bulbs and lens
Replace safety chains if welding is not required.
Lubricate

HEAVY CONSTRUCTION EQUIPMENT

Equipment in Classification

Backhoe, grader, front end loader

First Echelon Maintenance

Remove and replace front backhoe wheels
Change or clean air filters
Add fluids
Change wiper blades
Change light bulbs
Change fuses
Lubricate
Change blades and teeth except where welding is needed
Replace pivot pins

HEAVY DUTY TRUCK AND ATTACHMENTS

Equipment in Classification

Large dump trucks, aerial bucket truck, street sweeper

First Echelon Maintenance

Remove and replace attachment wheels
Change or clean air filters
Add fluids
Change wiper blades
Change light bulbs
Change fuses
Lubricate
Change sweeper vacuum hoses
Change mud flaps
Change plow blades and guards
Install and adjust attachment
Change brushes and brooms

SMALL ENGINE EQUIPMENT (UP TO 20 HP) AND ATTACHMENT

Equipment in Classification

Lawn mowers, leaf blowers, snow blowers, generator, compactor, saws (chain, concrete, cut off), cement mixer, rototiller, paint striper, weed eaters, pumps, ventilator, hydraulic power unit, riding lawn mowers

First Echelon Maintenance

Remove and replace wheels
Change or clean filters
Change or add fluids
Change attachment belts
Change spark plug
Lubricate
Sharpen or change blade
Sharpen or change saw chain
Change throttle cable
Change pump diaphragm
Change and adjust attachments